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SOUTHWARK
COURT OF RECORD.

NOTES.

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NOTES

OF THE

LAW AND PRACTICE

OF THE

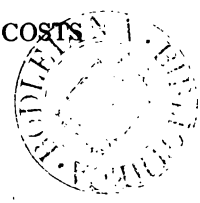
COURT OF RECORD

FOR THE TOWN AND

BOROUGH OF SOUTHWARK

WITH

RULES, FORMS, AND PRECEDENTS FOR COSTS AND COURT FEES



By EDWIN SAFFERY

(ONE OF THE ATTORNEYS OF THE COURT)

LONDON

PRINTED AND PUBLISHED BY ALFRED BOOT, PROPRIETOR

(Of whom the Forms may be had separately)

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PREFACE.

THE path over which I have had to travel has been almost an untrodden one, and therefore, in laying these "NOTES" before the public, I would have that fact borne in mind, and I trust that this reflection will no less enhance what little merit the work may have, than excuse the many faults it no doubt possesses. In conclusion I crave that indulgence from the reader which is due to a pioneer.

EDWIN SAFFERY.

191, TOOLEY STREET, LONDON BRIDGE,

1*st October*, 1868.

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NOTES OF THE LAW AND PRACTICE

OF

THE COURT OF RECORD

FOR THE TOWN AND

BOROUGH OF SOUTHWARK.

As these Notes are intended to treat entirely of the jurisdiction of a Court over a particular locality, it may not, before commencing the legal part of them, perhaps, be thought out of place, or entirely purposeless, to give a short historical sketch of such place. There will, in addition to the information given thereby, be an advantage in this course, inasmuch as it will afford the writer an early opportunity of laying before the reader the various charters, letters patent, and other grants, whereby the Corporation of London obtained its present jurisdiction over Southwark, and the manner in which it was obtained; and thus the reader will gain such knowledge therefrom as will enable him the more readily to understand the powers and jurisdiction of this particular Court, and the law relating to it, treated of in a subsequent part of this work.

Southwark appears to have been a place of some importance from a very early date. In fact its very name indicates that it was so; "Burgh" or "Southwerc" being derived from the Saxon, and implies "a place of strength." Its size and importance, however, at that time were insignificant, and will bear no comparison with its present extent and flourishing condition. The place which was thought by our forefathers in their blissful state of ignorance and simplicity to have been worthy in their eyes of a title denoting its strength or importance, would now be by their unworthy sons, with their exalted ideas, looked upon as scarcely deserving the name of a village. Hence, in all probability, in those early days, Southwark was little more than what we should now consider a mere village, although bearing a name significant of its importance; and this view appears confirmed, for upon referring to a map published even at so late a period as the reign of Queen Elizabeth (1558), which was upwards of five hundred years after the first mention of Southwark in history, we find it was anything but a large town even then; for on the Surrey side of the Thames there were but six or seven houses from Lambeth Palace to nearly opposite Whitefriars, where a line of houses commenced and continued to Winchester House in Southwark. Southwark extended but a little way down the High Street. Tooley Street to Horselydown, it is true was much built upon, but beyond this only a few houses and gardens appeared. And although at this period it appears to have been a small place comparatively with its present size, yet in Lambert's "History of London" it is said that Southwark was, in the reign of Edward the Confessor (about 1053), a corporation governed by a bailiff; and we find that Southwark returned two representatives—Rich: le Clerk and Will: Dinnock—to parliament

as early as Edward I.'s twenty-third parliament, at Westminster, anno. 1295, which was 263 years before the publication of that map. These facts therefore appear to me to be confirmatory of the previous statement, that places which we should now consider insignificant were thought important ones at an early period.

The first mention that I can find in history of Southwark is in the year 1052, when Earl Godwin arrived there with a powerful fleet!! and cast anchor until the return of the tide, after which he passed London Bridge without opposition, to engage the Royal Navy, consisting of fifty ships, then off Westminster. I may add, however, that no engagement took place; but beyond this it is unnecessary to mention anything further on this point. About fourteen years after this (viz. 1066), William Duke of Normandy, after defeating Harold at Hastings, arrived in Southwark with a view of taking the city of London. He fought with the citizens, but not successfully, and therefore out of revenge laid Southwark in ashes, and marched to reduce the western counties. About three hundred years after this we again find it subject to depredation at the hands of Walter Hilleard, the tiler of Dartford, and his rebel army, who arrived in Southwark on 10th June, 1380, when they broke open the prisons of the King's Bench and Marshalsea, and liberated the prisoners, by whose assistance they discovered the dwellings of the lawyers, jurors, and questmongers, which they immediately pulled down, as they likewise did the stews (bawdy-houses) at Bankside belonging to Sir William Walworth the then Lord Mayor. Wat Tyler appears to have had a particular aversion to the lawyers, for not content with destroying their houses in Southwark, it was one of the terms of his modest request which he proposed should be inserted in the charter to be

granted by Richard II. to him and his followers, "that he should "have a commission to behead all lawyers, excheaters, and others "whosoever were learned in the law, or had any communication "therewith."

The city of London appears to have been desirous from very early times to obtain jurisdiction in Southwark, as they found it the rendezvous for thieves and other malefactors who escaped from the city into it, where they could not be attached by the authorities of the city, which unenviable notoriety it unfortunately bears at this day; they therefore petitioned parliament on the subject, whereupon King Edward III. by his letters patent (1 Edw: III., 6th March, 1326,) granted to the citizens "the vilage of Southwark" for a farm of £10. By these letters patent the city obtained the perpetual right of magisterial supremacy over the borough of Southwark; but this grant does not appear either to have answered the purpose it was intended to do, or their ambition was not satisfied, for again in the fifty-first year of the said reign we find the citizens praying the king to confirm their liberties for punishing misdemeanors in Southwark, which prayer however was refused. Again in the first year of the reign of Richard II. (1377), they pray that they might have the like punishment of evil-doers in Southwark as in London. The king answered that it was prejudicial to him, and also to the Bishops of Canterbury and Winchester. They were however more successful in the next reign, as we find that Henry IV., in the seventh year of his reign granted a patent (dated 23rd July, 1406) to the city for power to arrest robbers and others in Southwark, and to bring them thence into the prison at Newgate, and to exercise almost every other kind of jurisdiction there, and also further granted them all goods and

chattels called waifs and strays and to have the return of all the king's briefs, extracts, precepts, and commandments. And Edward IV. in the second year of his reign (1462), by his charter confirmed the grant of Southwark by letters patent 1 Edw: III., with all chattels called waifs and strays.

Notwithstanding these several grants and confirmation of grants, the citizens appear to have wished for further powers in Southwark, and therefore as the borough of Southwark had lately come into the hands of King Henry VIII., by reason of the dissolution of the monasteries, abbeys, priories, and other religious houses in the realm, they thought this a favorable opportunity to attempt to gratify their ambition; they therefore became humble suitors to the king and the lords of his privy council for obtaining their wished for powers. They were, however, not successful in their suit. Nothing daunted however, after the king's death they renewed their suit to his son, King Edward VI., and after much labor on the part of the citizens, and by means of the Lord Protector (Somerset), they were successful in obtaining from the king his letters patent sealed with the Great Seal of England, bearing date at Westminster, 23rd April, in the fourth year of his reign (1550), whereby the king in consideration of £647 2s. 1d., and other moneys, granted them the borough of Southwark. I have omitted to set out all the previous grants relating to Southwark, not wishing to extend to any length what I intended to be a short history of that place.

These letters patent, however, being so important, and containing in themselves nearly all the powers to be found in the previous grants, I think it necessary I should make an exception as to them and give them in full. They are as follows:—

"Edward the Sixth by the Grace of God, King of England,

" France and Ireland, Defender of the Faith, and on Earth " Supreme Head of the Church of England and Ireland: to all to " whom these present letters shall come, greeting.

" Know ye that we for the sum of six hundred forty-seven " pounds two shillings and one penny of lawful money of England " paid into the hands of the treasurer of our court of the augmen- " tations and revenues of our crown, to our use, by our well-beloved " the mayor and commonalty and citizens of the city of London, " whereof we acknowledge Us to be fully satisfied and paid, and the " same mayor and commonalty and citizens and their successors to be " thereof acquited and discharged by these presents, and for other " causes and considerations Us thereunto especially moving, have of " our special grace, and of our certain knowledge and mere motion, " and also with the advice of our council, have given and granted, " and by these presents do give and grant, to the said mayor and " commonalty and citizens of the city of London, all that our " messuage and tenement, with its appurtenances, now or late in " the tenure of Simon Sybatson, situate and being near our mansion, " late the property of Charles late Duke of Suffolk, in Southwark, " in our county of Surry; and all that our messuage and tenement, " with the appurtenances, near the Broad Gate of the same our " mansion in Southwark aforesaid; and all that our close of ground " called Multon's Close, containing by estimation fifteen acres, " lying and being in Newington in our said County of Surry; and " all that our close of ground containing by estimation two acres " with the appurtenances, now or late in the tenure of John " Sparrowe, lying or being at St. George's dunghill in the parish of " Saint George in Southwark aforesaid; and also all that close of " ground, late in the tenure of John Billington, lying and being in

" Lambeth Marsh, in the parish of Lambeth, in our said county of " Surry; and also all those our thirty-nine acres and three rods of " meadow, with the appurtenances, now or late in the tenure of " William Basely, lying and being in divers parcels in the field " called St. George's field, in the parish of St. George of South- " wark, in our said county of Surry; and one messuage or " tenement of ours situate near Broad-gates in Southwark aforesaid; " and all those our two messuages and tenements, and one chamber " and three stables, and one garden of ours, with all their appurten- " ances, now or late in the several tenures or occupations of John " Davie, Joan Page, Robert Blackman, John Wingfield, John " Fremingham, and Roger Cooke, or their assigns, or the assigns of " one of them, situate, lying and being in Southwark aforesaid, all " and singular which premises were sometimes parcels of the " possessions and hereditaments of Charles late Duke of Suffolk; " and all other the messuages, lands, tenements, rents, reversions, " and hereditaments whatsoever, with all their appurtenances in " Southwark, in the county of Surry, which were the property of " the aforesaid Charles late Duke of Suffolk, and which were lately " purchased by our very dear father, Henry the Eighth, late King of " England, of the same Charles late Duke of Suffolk; except never- " theless always to Us and our heirs and successors entirely reserved " all that our capital messuage and mansion house called Southwark " Place in Southwark aforesaid, late the said Duke of Suffolk's, and " all gardens and lands to the same adjoining or appertaining, and " all our park in Southwark aforesaid, and all the messuages, and " all the buildings and grounds called the Antelope there.

" Furthermore we give, and for the considerations aforesaid, and " with the advice aforesaid, by these presents do grant to the aforesaid

" mayor and commonalty and to the citizens of the said City of " London, all that our lordship and manor of Southwark, with their " rights, members, and appurtenances, in the said county of " Surry, to the late monastery of Bermondsey late belonging and " appertaining, in the said county; and all messuages, houses, " buildings, barns, stables, dove-houses, pools, vivaries, orchards, " gardens, lands, tenements, meadows, feedings, pastures, commons, " waste-streets, void-grounds, rents, reversions, services, court-leet, " view of frank-pledge, chattels, waifs, estrays, free-warrens, and " all other rights, profits, commodities, emoluments, and heredita- " ments whatsoever, with the appurtenances in Southwark aforesaid " and elsewhere soever, to the said lordship and manor of Southwark " by any means belonging or appertaining or being before this time " accounted, known or taken as member or parcel of the said " lordship and manor (except as before excepted).

" Furthermore we give, and for the consideration aforesaid, and " with the advice aforesaid, by these presents do grant unto the said " mayor and commonalty and citizens all our manor and borough " of Southwark, with all their rights, members, and appurtenances, " in the said county of Surry late parcel of the possessions of the " Archbishop and Archbishoprick of Canterbury, and all our annual " rent of three shillings and two pence half-penny and the services " going out of the lands and tenements sometimes of John Burceter, " knight, and now or late in the tenure of William Glascocke, " esquire, in Southwark aforesaid; and all that our yearly rent of " three shillings and service going out of the house or tenement " called the Swan, in Southwark aforesaid; now or late Roger " Mannell's; and also all that our yearly rent of four shillings and " ten-pence, and the service going out of the messuage or tenement

" called the Mayremayde, in Southwark aforesaid, now or late " William Kirton's; and all that our yearly rent of twenty pence " one farthing and the service going out of the messuage or tenement " called the Helmet, in the borough of Southwark aforesaid; and " all that our annual rent of sixteen shillings and the services " going out of the messuage or tenement called the Horse-head, in " the borough of Southwark aforesaid; and also all that our annual " rent of six shillings and four-pence and the services going out of " the messuage or tenement called the Gleyn, in Southwark " aforesaid; and all that our annual rent of two shillings and one " farthing and the services going out of one messuage or tenement " called the Rose; and one acre of land lying at the Lock, in " Southwark aforesaid; and all that our annual rent of twenty " pence and one farthing and the service going out of the messuage " or tenement called the Lamb in Southwark aforesaid, pertaining " to the Company of the Fishmongers of London; and also all that " our annual rent of twenty pence and one farthing and the service " going out of one messuage or tenement pertaining to the said " society of the Fishmongers in London, called the Ball, in " Southwark aforesaid; and all that our annual rent of twenty " pence and farthing going out of one messuage or tenement " pertaining to the said society of the Fishmongers, London, " commonly called the Flower-de-Luce, in Southwark aforesaid; " and also all that our annual rent of four shillings and the service " going out of the twelve acres of land lying at the Lock, in " Southwark aforesaid, sometimes the Lord Wilford's, and now or " late pertaining to the said society of the Fishmongers, London; " and all that our annual rent of eight pence and the service going " out of two acres of land, late Giles Athorn, called Tipping in

" the Hole, in Southwark aforesaid; and all that our annual rent of
" three shillings and service going out of the messuage or tenement,
" late Thomas Lord Poyning's, in Southwark aforesaid; and all
" that our annual rent of twenty pence and one farthing and the
" service going out of one messuage or tenement, formerly Master
" Howle's, and afterwards Edward Barkeley's, in the borough of
" Southwark aforesaid; and all that our annual rent of twelve
" pence and one farthing and the service going out of the messuage
" or tenement, now or late William Malton's, in Southwark; and
" all that our annual rent of twenty pence and one farthing and
" the service going out of the messuage or tenement called the
" White Hart, in Southwark aforesaid; and also that our annual
" rent of seven shillings and four pence and the service going out
" of a messuage or tenement called the Crown, in Southwark
" aforesaid, now or late of the masters of the Bridge House London;
" and also all that our annual rent of two shillings and the service
" going out of a messuage or tenement of the same masters of the
" Bridge-House, called the Christopher, in Southwark aforesaid;
" and all that our annual rent of twelve pence and the service going
" out of the lands and meadows of the masters of the Bridge-
" House in London, lying and being at the Lock called the
" Carpenter's Hall, in Southwark aforesaid; and all that our
" annual rent of ten pence half-penny and the service going out of
" the messuage or tenement called the Blue-Mead, in Southwark
" aforesaid; and also all that our annual rent of two shillings and
" the service going out of one messuage or tenement now or late of
" William Salisbury, in Southwark aforesaid; and also all that our
" annual rent of sixteen pence and the services going out of a
" certain field of ground of four acres of land, now or late

" belonging to the heirs of Robert Linlod, lying and being at the " lock, and abutting upon the lands of the said late Duke of " Suffolk, in Southwark aforesaid, and in Newington, or in either " of them, in the said County of Surry; and all that our annual " rent of two shillings and the service going out of a certain field " of ground, sometimes John Solas's, and now or late of the heirs " of Robert Linlod in Southwark or Newington aforesaid, or in " either of them; and all that our annual rent of twenty pence " and the services going out of five acres of land, now or late " Stephen Middleton's, lying and being at the Lock of Southwark, " and Newington aforesaid, or in either of them; and all that our " annual rent of four pence and the service going out of four acres " of land, now or late William Champion's, lying and being in " Smith Mead, in Walworth field, in the parish of Newington, in " our said County of Surry; and all that our annual rent of twenty " pence farthing and the service going out of the messuage or " tenement called Circott, in Southwark and Newington aforesaid, " or in either of them; and all other our messuages, lands, " tenements, rents, reversions, services and hereditaments whatso- " ever which were parcel of the possessions rents and revenues of " the Archbishop and Archbishoprick of Canterbury, in Southwark, " in our County of Surry.

" We furthermore give, and for the considerations aforesaid, and " with the advice aforesaid, do grant by these presents to the said " mayor and commonalty and citizens of the city of London, all " and all manner of woods, underwoods, and trees whatsoever, " growing and being of, in, and upon all and singular the premises, " and the soil and ground of the same, and also all reversions what- " soever of all and singular the premises, and every parcel thereof,

" and all the rents and yearly profits whatsoever, reserved upon " whatsoever demises and grants made of the premises, or any part " thereof, by any means.

" We also give, and by these presents grant to the said mayor, " and commonalty and citizens of the city of London, all and " singular the premises with the appurtenances as fully, and in as " ample manner and form as the said Charles late Duke of Suffolk, " or any abbot of the said late monastery of Bermondsey, or any " Archbishop of Canterbury, or any of them, or others before this " time, having and possessing the said manors, and other premises " or any parcels thereof, or being thereof seized, ever had, held, or " enjoyed, or ought to have or enjoy the same, or any part thereof, " and as fully, freely, and entirely, and in as ample manner and " form as all singular the same came or ought to have come to our " hands, or to the hands of our most dear Father Henry VIII., late " King of England, by reason or pretext of any charter, gift, grant, " or confirmation, or by reason or pretext of the dissolution of the " said late monastery, or by any other means or right they came or " ought to have come, or as the same now be or ought to be in our " hands.

" Know ye moreover, that we as well of our grace, knowledge, " and mere motion aforesaid, and with the advice aforesaid, as for " the sum of five hundred marks of lawful money of England paid " into the hands of our treasurer of our court aforesaid to our use " by the said mayor and commonalty, and citizens of the said city " of London, whereof we acknowledge Us to be fully satisfied, and " the said mayor and commonalty and citizens and their successors " thereof to be acquitted and discharged by these presents: have " given and granted, and by these presents do give and grant for us

" and our heirs, to the said mayor and commonalty and citizens of " the city aforesaid, and to their successors, in and through all the " town and borough aforesaid; and in and through all the parishes " of Saint Saviour, Saint Olave, and Saint George, in Southwark; " and in the parish and through the whole parish lately called " Saint Thomas's hospital, and now called the King's hospital, in " Southwark aforesaid, and elsewhere soever in the said town and " borough aforesaid; and in Kentish Street and Blackman Street in " the parish of Newington, and elsewhere in the said town and " borough of Southwark, in the said county of Surry; all goods " and chattels waived, estrays, and all treasure found in the town " and precinct aforesaid, and all manner of handy-work goods and " chattels of all manner of traitors, felons, fugitives, outlawed, " condemned, convicted persons, and of felons defamed, and put in " exigent, felons of themselves, and deodands, and denying the " law of our land, wheresoever or before whomsoever justice ought " to be done of them; and also goods disclaimed, found, and being " within the borough, town, parishes, and precincts aforesaid; and " also all manner of escheats and forfeitures which to Us and our " heirs may there pertain, as fully and entirely as we should have " them, if the said town and borough were in the hands of Us and " our heirs; and that it shall be lawful to the same mayor and " commonalty and citizens and their successors, by their deputy and " minister, or the ministers of the said town and borough, to put " themselves in seisin of and in all the handyworks and chattels of " all manner of traitors, felons, fugitives, outlawed, condemned, " convicted persons, and of felons defamed, and denying the law of " our land, and other the premises; and also of and in all goods " disclaimed, found, or being within the same borough, town,

" parishes, and precincts thereof; and also of and in all escheats " and forfeitures to Us and our heirs there pertaining. And that " the same mayor or commonalty and citizens and their successors, " by themselves, or by their deputy, or minister or ministers, shall " have in the borough, town, parishes and precincts aforesaid, the " assize and assay of bread, wine, beer, ale, and of all other victuals " and things whatsoever set to sale in the town aforesaid; and also " all and whatsoever things do pertain to the clerk of the market of " our household, or of the household of our heirs, together with the " correction and punishment of all persons selling wines, bread, " beer, ale, and other victuals there to be sold, and of others there " dwelling or exercising any arts howsoever; and with all manner " of forfeitures, fines and amerciaments to be forfeited, with all " other things which therefore do or may pertain to Us, or our heirs " and successors in time to come; and that they shall have there " the execution of all manner of writs of ours and of our heirs and " successors, and of all other writs, mandates, extracts, and war- " rants, with the retorry of the same, by such their minister and " deputy, whom they shall thereunto choose; and that the same " mayor and commonalty and citizens, and their successors, shall " every year have there in and through all the town, borough, " parishes, and precincts aforesaid, one fair, or mart, to endure " three days: that is to say the seventh, eighth, and ninth days of " the month of September, to be holden, together with the Court of " pye powder, and with all liberties and free customs to the like " fair pertaining; and that they may have and hold therein, and " at the said court, before their minister or deputy, through the " said three days, from day to day and hour to hour, and from time " to time, all actions, plaints, and pleas of the said court of pye

" powder, together with all summons, attachments, arrests, issues,
" fines, redemptions and commodities, and other rights whatsoever,
" to the same court of pye powder, by any means belonging, with-
" out any impediment, let, or disturbance of Us, our heirs or
" successors, or of other our officers or ministers whatsoever. And
" also, that they may have in and through all the precinct aforesaid,
" view of frank-pledge, together with all summons, attachments,
" arrests, issues and amerciaments, fines, redemptions, profits, com-
" modities, and other things whatsoever which therefore may or
" ought there to pertain to Us, our heirs and successors, by any
" means.

" And further that the said mayor and commonalty and citizens,
" and their successors, may by themselves, or by their minister or
" deputy, in the borough, town, parish, or precincts aforesaid, con-
" stituted, and to be constituted, take and arrest all manner of
" felons, robbers, and other malefactors found within the borough,
" town, parishes and precincts aforesaid, and may bring them to
" our gaol of Newgate, there to be safely kept until by due process
" of law they shall be delivered.

" And furthermore, that the said mayor and commonalty and
" citizens, and their successors, may have in the borough, town,
" parishes, and precincts aforesaid, for ever, all and all manner of
" liberties, privileges, franchises, acquittances, customs and rights,
" which We or our heirs should or might there have if the same
" borough or town were or remained in the hands of Us or our heirs.

" And further, We have of our grace, knowledge, and mere
" motion aforesaid, and by the advice aforesaid, granted, and by
" these presents do grant, for Us, our heirs and successors, to the
" said mayor, commonalty and citizens, and their successors, that

" the said mayor, commonalty and citizens, and their successors, from " henceforth for ever, shall and may hold all and all manner of pleas, " actions, contracts, plaints, and personal suits of all and all manner " of causes, matters, contracts and demands whatsoever, within the " borough, town, parishes and precincts aforesaid, coming, happening, " or growing, before the mayor and aldermen of the said city, and " sheriffs of the said city, for the time being, or any of them, in " the Guildhall, the chamber of the Guildhall and hustings of the " said city, or any of them, to be holden by like actions, bills, " plaints, process, arrests, judgments, executions, and other things " whatsoever, and at the same days and times, and in such like " manner and form as the like pleas happening in the said city have " time out of mind been taken, held, levied, and prosecuted and " executed in the court before the mayor and aldermen and sheriffs " of the said city, or one or more of them in their courts or in any " of them. And that the serjeant-at-mace of the city of London " aforesaid for the time being, and all other officers and ministers of " the same city, which have used to execute and serve any process, " or any other things in the said city, may be hereafter able to do " and execute any manner of process, and do whatsoever things in " the said borough, town, parishes, and precincts, concerning all and " singular things arising and happening about such pleas and " executions of the same within the precincts aforesaid, as by all " the time aforesaid it hath been used in the said city of London; " and that the inhabitants of the town and borough, parishes and " precincts aforesaid as concerning the causes and matters there " arising, may be impleaded and plead in the same city in form " aforesaid, and in the courts aforesaid. And if the men impanelled " and summoned in juries, for trials of such issues, have not

" appeared before the said mayor and aldermen, or sheriffs, in " the said courts of the said city, that then such men being " impanelled and summoned as aforesaid, making default shall be " amerced by the said mayor and aldermen, or sheriffs, and shall " forfeit such issues upon them returned, and to be returned after " the same or in like manner and form as the men impanelled and " summoned in the said city for the like issues in the courts of the " said city to be tried, have before this time forfeited and have been " accustomed to forfeit. And also that such amerciaments and " issues forfeited should be levied by the ministers of the said city, " to the use of the mayor, commonalty, and citizens of the said city, " and their successors for ever. And also, that the same mayor, " and commonalty and citizens, and their successors, shall and may " from henceforth for ever have cognizance of all and all manner " of pleas, actions, plaints, and suits personal, happening or growing " out of any court of ours or our heirs, before Us or our heirs, or " before any of our justices, or those of our heirs or successors, for " or concerning any thing, cause, or matter within the town, borough, " parishes and precincts aforesaid, before the same mayor, aldermen, " and sheriffs, or any of them, in the said courts of the said city or " any of them; and that the issues happening upon the said pleas " and suits shall be tried in the same courts and every of them " before the mayor and aldermen and the sheriffs, or any of them, " by the men of the same borough or town, in such sort as issues in " the same city are tried, and that the said mayor and commonalty " and citizens, and their successors, may for ever choose, according " to the form of the law, and may constitute every year, or as often " as, and in what time soever, shall seem to them expedient, two " coroners in the borough or town aforesaid; and that the said

" coroners, and either of them so elected and constituted, may and " shall have full power and authority to do and execute in the said " borough, town, parishes, and precincts aforesaid, all and singular " things, which to the office of coroner, in any county of our realm " of England do, or ought to pertain to be done and executed. And " that no other coroner of Us, our heirs or successors, shall enter into " any thing which to the office of such coroner pertaineth, to be done " within the said borough, town, parishes, and precincts; neither " shall at all intermeddle about any thing belonging to the office of " coroner, happening within the borough, town, parishes, and pre- " cincts abovesaid. And that the mayor of the said city for the time " being, shall be our escheator, and that of our heirs, in the borough, " town, parishes, and precincts aforesaid. And that he shall have " full power and authority to make his precept and mandate to the " sheriff of the county of Surry for the time being, and do execute " and perform there, all and singular things which appertain to the " office of escheator in any county of our realm of England. And that " no other escheator of us, or of our heirs, shall enter there into any " thing which to the office of escheator appertaineth to be done; nor " shall at all intermeddle with any thing to the office of escheator " there belonging. And that the mayor of the said city for the time " being shall be clerk of the market of Us or our heirs, within the " borough, town, parishes, and precincts aforesaid; and shall do " and execute therein all such things which to the clerk of the " market appertaineth. And that the clerk of the market of our " household, or of the household of our heirs, or any other clerk of " the market intermeddle not there. And that the said mayor, and " commonalty, and citizens, and their successors shall and may " henceforth and for ever have, hold, enjoy, and use, as well within

" the said manor, as in the town, borough, parishes, and precincts
" aforesaid, as well all and singular liberties and franchises afore-
" said, as tolls, stallages, pickages, and other the jurisdictions,
" liberties, franchises, and privileges whatsoever, which any Arch-
" bishop of Canterbury, and which the said Charles, late Duke of
" Suffolk, or any master, brethren, or sisters of the late hospital of
" St. Thomas, in Southwark aforesaid; or any abbot of the said
" late monastery of St. Saviour, of Bermondsey, near Southwark
" aforesaid, in the county aforesaid; or any prior and convent of
" the late priory of St. Mary Overy, in the said county of Surry, or
" any of them ever had, held, or enjoyed in the said manors, lands,
" tenements, and other the premises or places aforesaid, with their
" appurtenances, or any of them, or which we have, hold, or enjoy,
" by any means whatsoever, as fully, freely, and in as ample man-
" ner and form as we, or our most dear father Henry VIII., late
" King of England, had, held, or enjoyed, or ought to have, hold,
" and enjoy the same. And that none of our sheriffs, or any other
" officer or ministers of Us, or of our heirs and successors, shall any
" way intermeddle in the town, borough, parishes, and precincts
" aforesaid, or in any of them, contrary to this our grant. And we,
" with the advice aforesaid, do farther, by these presents, grant to
" the said mayor, commonalty and citizens of the said city of
" London, and to their successors, that all and singular persons,
" from time to time, inhabiting or resident within the town,
" borough, parishes, and places aforesaid, shall from henceforth be
" within the order, government, and correction of the mayor
" and officers of the said city, and their deputies for the
" time being, as the citizens and inhabitants of the said city
" of London be, and ought to be, by reason and pretext of the

" charters and grants before this time by any means made, granted,
" and confirmed by any of our progenitors to the said mayor and
" commonalty, and citizens of the said city of London and their
" successors, and that the same mayor and commonalty and citizens
" of the city of London and their successors shall and may from
" henceforth have, hold, and enjoy so many and as great the same
" such and the like rights, jurisdictions, liberties, franchises, and
" privileges whatsoever in the town, parishes, and places aforesaid,
" and in every parcel thereof as fully, freely, and entirely, as the
" said mayor and commonalty and citizens of the said city enjoy
" and use, and may enjoy and use in the said city by reason or
" pretext of any of the charters or grants made, granted, and
" confirmed by any of our progenitors, kings of England, to any
" mayor, commonalty, and citizens of the said city of London.
" And that the mayor of the same city for the time being, and
" the recorder of the said city for the time being, and every
" alderman of the city aforesaid for the time being, after he the
" said alderman hath exercised and borne the charge of mayor of
" the said city, shall be justices of our peace, and of our heirs,
" within the town, and borough, and parishes, and limits aforesaid,
" so long as the same aldermen shall be and remain aldermen of
" the said city; and every of them shall there do and execute all
" and singular things which other justices of our peace, and that of
" our heirs may do and execute within the said county of Surry,
" according to the laws and statutes of our realm of England.
" And that the said mayor and commonalty, and citizens and their
" successors, shall have on every week, on Monday, Wednesday,
" Friday, and Saturday, within the borough and town aforesaid,
" one market or markets to be there holden, and all things which

" to a market do appertain or may appertain for ever. Except
" always, and reserved to Us, our heirs and successors, out of these
" our letters patents all and all manner of rights, jurisdictions,
" liberties, and franchises whatsoever, within the ambit, circuit,
" and precinct of our capital, messuage, gardens, and park, in
" Southwark aforesaid; and in all gardens, curtilages, and lands to
" the same mansion, gardens, and park appertaining; and except
" and always reserved the house, messuage, or lodging there called
" the King's Bench, and the garden or gardens to the same
" pertaining, with the appurtenances so long as it shall be used for
" a prison for the imprisoned as it now is. And except and
" reserved the messuage and lodging there called the Marshalsea,
" and the garden and gardens to the same belonging, with the
" appurtenances so long as it shall be used for a prison as now it
" is. Provided also that these our letters patents, nor anything
" therein contained, shall extend or be prejudicial to the offices of
" the master, steward, and marshal of our household, or of the
" household of our heirs and successors, to be exercised within the
" town, borough, parishes, and limits aforesaid, whilst within the
" verge; nor to Sir John Gate, knight, one of the gentlemen of
" our privy chamber, of or for any lands, tenements, offices, profits,
" franchises, or liberties, by Us, or our said father, to the said
" John Gate, granted during his life, which manors, lands,
" tenements, rents, liberties, privileges, and all other and singular
" the premises, with their appurtenances are now extended to the
" clear yearly value of thirty-five pounds fourteen shillings and
" fourpence, to have, hold, and enjoy the said manors, messuages,
" lands, tenements, meadows, feedings, pastures, commons, woods,
" underwoods, rents, reversions, services, court-leets, views of

" frank-pledge, chattels, waived-strays, free-warrens, and all and " singular other the said premises, with the appurtenances (except " before excepted) to the said mayor and commonalty, and citizens " of the said city of London, and to their successors for ever, to " the proper behoof and use of the same mayor and commonalty " and citizens of London and their successors for ever, to be holden " of Us, and our heirs and successors, as of our manor of East " Greenwich, in the county of Kent, by fealty only in free soccage, " and not in chief for all services and demands whatsoever. We " give also, and for the consideration aforesaid, do by these presents, " grant unto the said mayor and commonalty and citizens of the " said city of London all the issues, rents, revenues, and profits of " the said manor, messuages, lands, tenements, and all other and " singular the premises above expressed and specified, with their " appurtenances whatsoever, coming and growing from the feast of " St. Michael the Archangel last past hitherto, to have to the said " mayor and commonalty, and citizens, of our gift, without " account, or any other thing to Us, our heirs, and successors, by " any means therefore to be given, rendered, and done.

" And furthermore, of our more ample grace, We will, and for " Us, our heirs, and successors, do by these presents grant to the " said mayor and commonalty and citizens, and to their successors, " that We, our heirs, and successors, will yearly for ever, and from " time to time discharge, acquit, and save harmless, as well the said " mayor and commonalty and citizens, and their successors, as the " said manors, messuages, lands, tenements, and all and singular " other the premises, with their appurtenances, and every parcel " thereof, against Us, our heirs, and successors, and against what- " soever other persons concerning all and all manner of corrodies,

" rents, fees, annuities, and sums of money, and charges whatso-
" ever, by any means issuing out, or to be paid out of the premises,
" or charged, or to be charged thereupon, except the services above
" by these presents reserved, and except the demises and grants by
" any means made for terms of life, or years of the premises, or any
" parcel thereof whereupon the old rent or more is reserved, and
" shall be due yearly during the terms aforesaid, and except the
" covenants in the like demises and grants being, and except ten
" pounds by the year of the farm for the town of Southwark
" aforesaid, by the said mayor and commonalty and citizens, due in
" our exchecquer, yearly to be paid and payable: willing, and by
" these presents, by firmly enjoining commanding, as well our
" chancellor and general surveyors, and council of our said court of
" augmentations, and revenues of our crown, as all our receivers,
" auditors, and other our officers, or those of our heirs whatsoever,
" for the time being, that they and every of them, upon the sole
" demonstration of these our letters patents, or of the enrolments of
" the same, without any other writ or warrant from Us or our heirs
" by any means to be obtained or prosecuted, shall make, and cause
" to be made unto the said mayor and commonalty and citizens of
" the said city of London, and their successors, full power and due
" allowance and manifest discharge of all such corrodies, rents, fees,
" annuities, and sums of money whatsoever, going out, or to be paid
" out of the premises, or thereupon charged or to be charged (except as
" before excepted). And these our letters patents, and the enrolments
" of the same, shall be yearly, and from time to time, sufficient
" warrant and discharge, as well to the said chancellor and general
" surveyors, and to our council of our said court of augmentations
" and revenues of our crown, as to all receivers, auditors, and other

" officers and ministers of ours, and those of our heirs and successors,
" whatsoever, for the time being in this behalf.

" We will also, and by these presents do grant to the said mayor
" and commonalty and citizens of the said city of London, that
" they may and shall have these our letters patents in due manner
" made and sealed under our great seal of England, without fine or
" fee, great or small, to Us in our hanaper, or elsewhere, to our
" use, in any wise to be rendered, paid or done, although express
" mention be not, in these presents, made of the true yearly value,
" or of the certainty of the premises, or of other gifts or grants
" of Us, or by any our progenitors, to the said mayor and
" commonalty and citizens, before this time made, in these presents
" doth not exist any statute, act or ordinance, provision or restriction
" thereof, made, ordained, or provided to the contrary, or any thing,
" cause, or matter whatsoever, in any thing notwithstanding.

" In witness whereof, we have caused these our letters to be
" made patents. Witness myself at Westminster, the twenty-third
" day of April, in the fourth year of our reign, 1557."

This was the last grant to the citizens relating to Southwark, and surely their great desire for jurisdiction there must have been fully satisfied by it, for one giving them greater powers over that place they could not well have received. That they *were* satisfied there can be no doubt, as they made no further application on the subject. By it all previous grants to them were confirmed. They were empowered to hold all manner of pleas on contract, &c., arising within the borough and the parishes and precincts thereof, before the mayor, aldermen, and sheriffs, in the chamber of the Guildhall and the hustings of the city. To execute all processes

in the borough by the serjeant-at-mace. To fine defaulters on juries. To elect as often as they should judge expedient two coroners for the said borough. The Lord Mayor was to be escheator in the borough, parishes, and precincts, and clerk of the market, and to have all toll, stallage, package, &c., within the same. All persons inhabiting the said borough, and its precincts and parishes were to be in the order, government and correction of the mayor and officers of the city of London. The mayor, recorder, and all the aldermen above the chair were to be justices of the peace within the town, and borough and precincts. A market was to be held every Monday, Wednesday, Friday, and Saturday, within the town and borough, and a fair every 8th September and two following days.

However, although the citizens had made so many attempts to obtain this authority, and had expended so much time and labour on the subject, yet having gained all they required they made but very little use of the grant beyond appointing a few officials to act in Southwark, and turning it into the twenty-sixth ward of the city by the name of Bridge Ward Without, which they did by an order in council about a month after they received the grant.

This state of things and the apathy of the citizens was very unsatisfactory to the inhabitants of the borough of Southwark, and their dissatisfaction exists at the present time, as they contended, and still contend, that they had, and have, a right under these letters patent to have their town and borough merged into and form part of the city of London, and themselves treated as citizens thereof, and allowed to participate in the privileges of citizens, and they considered, and still consider it, a great grievance that the corporation of the city should so entirely ignore their rights, and exclude them from such participation; they have

therefore, on several occasions, memorialised the corporation to take the grant into consideration, and permit them to share in such privileges; and as another cause of grievance they complained of the disuse of this their ancient borough Court of Record. Nothing, however, beneficial to the inhabitants appears to have resulted from their petitions.

That the inhabitants of the borough of Southwark had, and still have, just grounds for their dissatisfaction, cannot be denied; for, undoubtedly, by the terms of the charters before mentioned the town and borough of Southwark, although lying and being in the county of Surrey, was made part of the city of London, and the corporation invested with a jurisdiction as ancient as the first of those charters, viz., that of Edward III. This jurisdiction was afterwards greatly enlarged by subsequent charters, and particularly by the all important one of Edward VI., just set out; and certainly the town and borough of Southwark is as much part of the City of London as are those other component parts thereof which were afterwards granted and confirmed to the citizens by the charters of King James I., and King Charles I.

Yet the inhabitants of those parts have been let into the enjoyment of the freedom and privileges of the city as absolute citizens, (whether they were favoured or not by the proximity of their locality to the city, is not important;) whilst the inhabitants of Southwark (now forming a population of about 94,000 persons) have been obliged to remain satisfied with the bare protection afforded them by the corporation, in whose councils they were undoubtedly entitled to have a voice, to the extent at least, in the appointment of those officials who were selected by the city to discharge duties in their town and borough.

That the said corporation have not duly administered the provisions of the grants, nor let the said inhabitants into the full enjoyment thereof, must be conceded, unless anyone will be bold enough to contend that the appointment of the said officials and a valetudinary alderman for the ward of Bridge Without (such alderman being styled the father of the city), be such an administration and enjoyment as was intended by the grants; but to put such a construction on them would be too absurd to be entertained for a moment.

It is certainly a very grave question whether or not the inhabitants of Southwark, after so great a lapse of time, will ever be let into the freedom and privileges they ought to enjoy in common with other branches of the commonalty, and to which it is contended, according to the meaning of the several charters, they are clearly entitled; this, however, is an argument which must be referred to rather than discussed: it is, however, certain, that the question ought long since to have been entertained, and either settled or rejected by the corporation, who, for the character of the city and the benefit of their successors, ought to have made manifest the reasons which existed for slighting the before-mentioned applications of the inhabitants of Southwark.

Notwithstanding the express grant to the corporation to hold pleas in the city courts, at the Guildhall of the city of London, for matters arising in the town and borough of Southwark, in the manner particularly prescribed by the grant of Edward VI. (supposing that they did not, as incidental to the previous charters, enjoy such jurisdiction by implication); they have never done so, but for what reason or upon what grounds appears uncertain: for surely no one will contend that they had not, nor have not now the

power of holding such pleas, inasmuch as they were empowered by that grant "from thenceforth for ever" to have cognizance of all manner of actions, plaints, and suits personal, arising within the town and borough of Southwark, with power to hold their Courts at the Guildhall in London, and to try the same as actions in the city courts; and absolute liberty was given to the serjeants-at-mace of the said city, to execute the same process or executions in Southwark as in the city of London. It surely cannot be argued that this privilege, not having been exercised and continued, is now lost to the corporation and their officers, or be urged that there being a borough court the control of the city courts is superseded or useless. Such an argument, if assumed, must be as futile as it is untenable; or the grants to the corporation, although confirmed by statute, considered in some degree valueless, which would involve this strange anomaly, viz., that for some purposes they should be inoperative, whilst for others they should be in force; as they are for instance, in appointing the judge of the borough court; a high bailiff of the borough; the alderman (until lately) sitting at the town hall; the coroner for the borough, &c., &c.

But supposing that the nonuse or even abuse (which it is admitted in ordinary cases would operate to annihilate the acquired jurisdiction of an inferior tribunal) has here existed; the clauses in the charters or grants of James I., which were afterwards extended by that of Charles I., declare, that the citizens should hold and enjoy all their liberties, jurisdictions, &c., "Although not used, abused, "or not claimed, &c." And that they might hold them for ever, and these charters have been confirmed by the statute of William and Mary, so that the citizens may set up these statutes against any

statute affecting their customs; here then is a sufficient answer as to nonuse, &c.

The question as to whether or not it would have been policy or advantageous to the corporation to have granted the prayer of the petitions of the inhabitants of Southwark, does not affect the right of such inhabitants to what they are justly entitled, under the charters before mentioned; neither does the question of utility involve a question of right of the city courts to entertain actions for matters arising in Southwark; it is therefore only to be observed, that as well for the inhabitants in the borough of Southwark, as for the corporation of London (whose officers it will be remembered still perform their duties within the borough of Southwark) it is desirable that the important question as to what are the rights of inhabitants of Southwark under the various grants should be entertained by the corporation and set at rest; and most felicitous would be the epoch which would give to the inhabitants of Southwark a portion of those privileges which they have so often sought to obtain, and of which they have been so unjustly deprived, and by such an act of justice, gather within the pale of the corporation, those who have hitherto been strangers.

Until the year 1541, the borough of Southwark consisted of the parishes of Saint George, Saint Margaret, (the parish church of which stood where the town hall lately did) Saint Mary Magdalen, Saint Thomas, and Saint Olave. Saint Mary Magdalen was formerly a chapel, which on the rebuilding of the priory of Saint Mary Overie, (now Saint Saviour's) about the year 1208, was added to it, and subsequently became the parish church of the parish of Saint Mary Magdalen.

In the reign of Henry VIII., in the said year 1541, however,

the parishes of Saint Margaret and Saint Mary Magdalen, were by Act of Parliament consolidated and made into one parish, by the new name of Saint Saviour. Since this, the parishes of Saint Saviour and Saint Olave have both, by Acts of Parliament, been subdivided. A portion of Saint Saviour's parish was made into the now adjoining parish of Christchurch, and part of the parish of Saint Olave's into that of the now adjoining parish of Saint John's. This subdivision took place under these circumstances :—

In Saint Saviour's parish, there was formerly the lordship manor, or liberty of Paris-Garden, of which William Angel, Esq., was lord of the manor. John Marshall, of the borough of Southwark, gentleman, by his will, dated 21st August, 1627, directed his trustees to raise out of his lands therein mentioned, £700, and with it to erect a church and church yard, in such place as trustees thought fit. The trustees accordingly, after some delay caused by a chancery suit, purchased in fee of the said William Angel, a convenient piece of land, belonging to the said manor, and he, by an indenture, dated 1st April, 1670, conveyed the same to them, and they built a church on it, in pursuance to the will of their testator, whereupon the inhabitants of Paris-Garden petitioned Parliament to make it a distinct parish; and an Act of Charles II., was obtained, making the said manor a distinct parish, by the name of Christchurch; but it was thereby provided that nothing in the said Act should extend, or be construed to extend to make any part of the manor of Southwark, or the Clink Liberty, belonging to the see of Winchester, to be within the parish of Christchurch, aforesaid, or to alter, diminish, or abridge any of the passages, bounds, limits, ways, or bridges of right belonging to the manor of Southwark or Clink Liberty aforesaid. That is the explanation of the

cause of the subdivision of Saint Saviour's parish. Now as to the subdivision of parish of Saint Olave:—

In the reign of Queen Ann, 1733, the church accommodation for the parish of Saint Olave's, appears to have been insufficient, in consequence of the great increase of buildings and inhabitants, and therefore another church became necessary, and one was built; and by an Act of Parliament passed in that year, part of the parish was separated from it, and made the parish of Saint John's, and the new church was consecrated on 10th June, 1733, by the name of Saint John the Evangelist, and made the parish church.

THE COURT.

The Court.—It is quite unnecessary for me to enter into an elaborate explanation of the meaning and derivation of the English word "court," or what constitutes a court. We all understand the meaning of the word, and what a court is, therefore I shall rest satisfied by saying that there is for the town and borough of Southwark an ancient prescriptive Common Law Court of Record, having cognizance of all personal actions, without any limitation of amount arising in the city's jurisdiction of that place, such court being known as "The Court of Record of our Sovereign Lady the Queen "of the liberty of the mayor and commonalty and citizens of the "City of London of their town and borough of Southwark, in the "county of Surrey." The short style of the court is "The Court "of Record for the town and borough of Southwark."

I have no doubt that a court existed for Southwark long before the city had any jurisdiction there, but I have not been able to ascertain that such was the case from any records I have perused in

my research for materials for these notes; neither have I ever found anything relating to the court in such research. If there were one, it must have borne a very different title to the present one; nor have I been able to ascertain from such records when the city authorities either established this court, or gave the new name to the old one. However, I think that there is a probability that about the time (viz., 28th May, 1550,) when the city made Southwark the 26th ward, it did one or the other of these acts. The court was formerly held at the town hall, but that has been recently pulled down, and the prison of the court was the borough compter, which stood in Mill-lane, Tooley-street; but that also has been pulled down, consequently the court is an extraordinary position being both without a court house and a prison. But since the destruction of the former, the court has occasionally been held at the "Three Tuns," in the Borough, and sometimes at the "Bridge House Hotel." And there is a precedent for this; for on a former destruction of the town hall, a session was held at the "Three Tuns," on 29th June, 1793, before the lord mayor and the recorder, Sir Watkin Lewes.

With respect to the loss of the prison, I do not think any difficulty will occur on that point, as I believe that there exists full power under the letters patent of Edward VI., to lodge prisoners in the debtors' prison of the city.

THE OFFICERS OF THE COURT.

The Officers of the Court.—These consist of the steward, the high bailiff, the prothonotary, and the counsel, and attorneys of the court.

William Payne, Esq., serjeant-at-law, is the present steward, and sole judge of the court. He has power to appoint a deputy in his necessary absence (1 Lev. 76) and also to appoint the prothonotary.

The present high bailiff is William Gresham, Esq. He is appointed by the common council and gives security for the due performance of his office to the extent of £2,000. He is the representative of the corporation of the city of London within the borough of Southwark, and the executive officer of this Court. His office is in many respects similar to that of the sheriff of a county, and his duties are to execute and make proper legal returns to all writs and precepts within the town and borough of Southwark, and to impanel and summon all juries, and to attend the court as the sheriff does in the superior courts. His office is at No. 24, Basinghall-street.

The prothonotary is H. D. Pritchard, Esq., who is appointed to his office, as before stated, by the judge. His salary is £100 per annum and fees. It is his duty to attend at the office of the Court daily, for the purpose of issuing all process, receiving returns to writs, and conducting the general business of his office. He performs, however, these duties by his deputy, Mr. Simpson, at whose office, No. 13, Wellington-street, London Bridge, is held the office of the Court, which is open daily from ten till four for transacting the business of the Court. The prothonotary's office is at Wellington Chambers, Doctors Commons.

Until recently there were only two counsel and three attornies of the Court, but the late judge nominated a few other counsel. Several other attornies have, since the passing of the statute 6 and 7 Vic., c. 73, been admitted, and I believe any attorney is entitled

to be admitted on complying with that statute, by production of his certificate and paying the court fee of five shillings.

THE JURISDICTION OF THE COURT.

Jurisdiction as to place.—Upon referring to the letters patent of Edward VI., it will be seen the jurisdiction given by them is in and through all the town and borough in general, and in and through four particular parishes by name, viz., St. Saviour, St. Olave, St. George, and St. Thomas (then called the King's Hospital.) These four parishes composed the town and borough of Southwark, and also the parliamentary borough, up to the time of the Reform Act, but from then the latter borough has comprised those parishes and the parishes of St. John, Christchurch, Bermondsey, Rotherhithe, and the Clink Liberty. It must be borne in mind, however, that since the grant of Edward VI. two additional parishes, viz., those of Christchurch and St. John have been created as before stated out of two of the parishes therein mentioned.

The jurisdiction of the Court should therefore be over these new parishes also. But it has never assumed to have such jurisdiction over that of Christchurch, for what reason I do not know, as it formed before the Act previously mentioned a part of St. Saviour's parish; and the Court has jurisdiction over the parish of St. John's, which was separated from an adjoining parish under similar circumstances; and therefore I believe the writs of the Court would run there also. The recognised jurisdiction of the Court, is over the five large and important parishes of St. Olave, St. John's, St. Thomas, St. George the Martyr, and St. Saviour. The Manor or Clink Liberty is, however,

excepted from the last parish, and comprises a large portion thereof, and was under the jurisdiction of the Bishop of Winchester, who kept a Court of Record for the liberty by his steward and bailiff, who held pleas at the Town-hall for damages, &c. Every householder paid the bishop one penny, which was collected once a year, and was called the court-leet penny, in default of which payment there was a penalty. The prison of the Court formerly stood at St. Mary Overy's Stairs.

The present population of these five parishes is 93,667 persons, with 12,051 inhabited houses. I mention this, although it is out of place, to show to how large a class of persons this Court would be beneficial if it were more generally known and resorted to than at present. The procedure in it is more expeditious and effectual, and the expenses comparatively cheaper than those of the much vaunted County Courts, in which the proceedings are both dilatory and ineffective, and the court fees very heavy. The fee on issuing the plaint being £5 per cent., and the hearing fees £10 per cent. on the amount of the debt, together £15 per cent., besides other fees; whilst the expense out of pocket for the writ in this Court is only 2s. 6d., without respect to the amount of the debt. However, I am digressing, therefore let us return to the jurisdiction of the Court as to place. Inferior courts are by their original creation confined to causes *arising* within the express limits of their jurisdiction; and therefore, if a debtor who has contracted a debt out of such limited jurisdiction comes within it, yet he cannot be sued there for such debt (1 Will. Saund. 74, N 1). And not only does the common law give remedy for any excess of jurisdiction, but in respect of inferior courts attaching the bodies or goods of persons not resident

within the jurisdiction, but only temporarily passing through it, the legislature has provided a special cumulative remedy by statute 3 Edward I., c. 35, which enacts—"Of great men and their "bailiffs and others (the king's officers only excepted unto whom "express authority is given), which at the complaint of some, or "by their own authority, attach others passing through their "jurisdiction with their goods, compelling them to answer afore "them upon contracts, covenants and trespasses done out of their "power and jurisdiction, where indeed they hold nothing of them, "nor within the franchise, where their power is in prejudice of the "king and his crown, and to the damage of his people; it is pro-"vided, That none from henceforth so do: and if any do he shall "pay to him that by this occasion shall be attached, his damages "double, and shall be greviously amerced to the king." It appears therefore from the above quaint statute that the courts therein comprised had their jurisdiction restricted to matters arising within the locality under the penalty mentioned in it. The plaintiff would consequently be liable to an action founded on the statute for that penalty for suing out process where the court had no jurisdiction, and an action on the case would also lie against him under the same circumstances (1 Vent. 369), and he could not justify under such process whether he knew of the defect or not. The judge and officers would also be liable to a civil action if they knew of the defect of jurisdiction (Moravia v. Sloper Willes, 30—Carratt v. Morley, 10 L. J. Q. B. 259—Andrews v. Morris, 10 L. J. Q. B. 225—Houlden v. Smith, 19 L. J. Q. B. 170). Prohibition would also lie in like cases, and indeed in all cases where the court or its officers exceed their jurisdiction. A few remarks on prohibition (the proceedings in which are now regulated by 1 William IV.

c. 21) as to when and in what cases it will be granted, may perhaps be of some assistance to the reader in the event of his proceedings being at any time met with a prohibition. It may, therefore, be observed that as all temporal jurisdictions are derived from the sovereign, and the administration of justice is committed to a great variety of courts, hence it has been the care of the crown that these tribunals keep within the limit and bounds of their several jurisdictions prescribed them by the law and statutes of the realm. For this purpose the Writ of Prohibition was framed, which issues out of the superior courts of common law to restrain inferior courts having such temporal jurisdiction, upon a suggestion that the cognizance of the matter belongs not to such courts. When they exceed their jurisdiction the officer who executes the sentence, and in some cases the judges that give it are in such superior courts punishable; sometimes at the suit of the Queen, sometimes at the suit of the party, sometimes at the suit of both, according to the nature of the case. But to found a prohibition the matter must be material (Butterworth v. Walker, 3 Burr, 1689), and there must be an entire want of jurisdiction, and not merely an irregular (Smart v. Woolf, 8 T. R. 347—Smith v. Lord Mayor, 6 Mod. 78), or inconvenient exercise of it (Rex v. Justices of Dorset, 15 East, 594). When an action is brought in an inferior court and the defendant appears at the trial and makes no objection to the jurisdiction of the court while the cause is proceeding, but suffers the court to act without protest or objection, as if it had jurisdiction, down to actual payment of damages and costs, it is too late to apply for prohibition, even though the party had no opportunity of applying earlier to the superior court, unless the want of jurisdiction appear on the face of the proceedings (Yates v. Palmer, 6 D. & L.

283). After execution a prohibition will not issue when the want of jurisdiction does not appear on the face of the proceedings, notwithstanding the objection was taken at the trial (Denton v. Marshall, 32 L. J. Ex. 326).

Where a jurisdiction is created to be exercised over a certain place or district, as over a parish or borough, as it is in this case, by the letters patent of Edward VI., everything necessary to be proved in order to maintain the action, as the promise and consideration in actions of contract, and in actions of tort, all the wrongful acts alleged, and all the damages sought to be recovered, must have occured within the jurisdiction, and be shewn to have so occured in the pleadings in the action thereupon. And the reason is, that otherwise the inferior court can have no jurisdiction, for they have no power of enquiring into facts occurring without their jurisdiction, since their process cannot be executed there, and they have no means of compelling the attendance of witnesses, or of doing other things necessary for the giving a full remedy to the parties; and where there is no power of enforcing the law, or of giving a remedy, there is no jurisdiction. In all inferior courts therefore, it is necessary that every part of that which is the gist and substance of the action must be averred to have arisen within the jurisdiction (Peacock *v.* Bell, 1 Saund 73). And first of all the promise must be averred to have been made within the jurisdiction, for that, of course, is part of the gist of the action. Thus, where an action was brought in an inferior court on a bond made without the jurisdiction, and judgment and execution obtained thereon, and an action for an escape brought against the sheriff, it was held that the whole proceeding was void, and that the officer was not liable, since the man was

never lawfully in his custody (Vin. Abr., vol. 7, p. 20). So the promise must have been performable or performed within the jurisdiction. Thus where one promised to pay when he came to A and the declaration did not aver A to be within the jurisdiction of the court, the court held it bad (Cro. Car. 571, Jon. 451). So it was held an error in a judgment in an inferior court, that in an action on a bond no place was mentioned in the condition where the money was to be paid, and that therefore it did not appear on the record whether or not the contract was performable within the jurisdiction (Masterman's case, Styl. 2). From these cases it would appear that the contract must be performable within the jurisdiction, and that money, when averred as payable, must be averred as payable within the jurisdiction.

So the consideration for the promise, must have been performed and have been performable within the jurisdiction. For instance, supposing the plaintiff to declare in this court that the defendant had promised within its jurisdiction to give him £20 if he would procure a certain house for him at some place out of the jurisdiction, without averring it was situate within the jurisdiction of the court, the judgment would be erroneous, and liable to be set aside. So where a contract was made within the limits of a borough court for a ship to go to a place situate without its jurisdiction, to another place without its jurisdiction, a judgment in the inferior court obtained therein was reversed (Vin. Abr. 7.20 p.o. 2). For the promise was not to take place within the jurisdiction of the court, but in Hamburgh, and therefore the court could not enquire whether it was performed. So, where debt was brought in Bristol for wages to be paid in performance of a voyage to be in *locis transmarinis*, on writ of error, it was held ill, for they cannot enquire

in Bristol whether the party has performed the voyage or not, (Willes v. Bard Styl: 260 Vin. Abr. 7.21). So, where the plaintiff in Oxford in consideration of defendant's undertaking to buy wines for him in London, and convey them to Oxford, agreed to pay him the money laid out for the wines and carriage of them, and half profits arising from the sale. It was held that the inferior court could not try the case, because they could not enquire of the buying in London, and carriage therefrom (Vin. Abr. 7.21 pl. 5); and the point has now been settled that the goods must have been sold and delivered, and all other facts out of which contracts arise, must be averred to have arisen, and must have arisen within the jurisdiction as well as the express promise to pay (vide 2 Wills. 16-1 Saund 73-2, Lev. 87). So in debt for rent, it must be averred that the premises for the rent of which the action is brought lie within the jurisdiction (Drake v. Brere, Lev. 104). So the money must be had and received within the jurisdiction (Trevor v. Wall, 1 T. R. 151). So the goods must have been sold within the jurisdiction (Trevor v. Wall, 1 T. R. 151). So the work must have been done within the jurisdiction (1 Ray. 95). So the money must have been lent there (1 Vent. 72). So the trespass must have been committed there (Noy. 129). So the goods must have been carried within the jurisdiction (Cro. Car. 571, Harwood v. Lester 3 B. and P. 617). And see the numerous cases cited 1 Saund, 74. Com. Dig. Courts, p. 8. As to what is a sufficient statement of the cause of action accruing within the jurisdiction, see Chitty v. Dendy, 3 A. E. 320; Williams v. Jones, Exch. 4, *Law Times* 318. In this latter case an action had been brought on a judgment of an inferior court, and the declaration stated that the cause of action arose within the jurisdiction of the court, but it did not show that the defendant

resided within it, and it was held that it contained a sufficient statement of jurisdiction. It is sufficient to aver an account, stated within jurisdiction, without saying all the items accrued there (Emery v. Bartlett, 2 Lord Raym, 1555). A mere naked promise however, within a jurisdiction without any evidence to support an account stated, is not sufficient (5 A. E. 208 Thom. v. Chinnock 1 Scott, N. C. 141. So also the damage, or part thereof at least, whether in contract or tort, must have arisen within the jurisdiction. Thus in an action on the case for calling a woman a whore, whereby she lost her marriage, there, not only the word spoken, but the loss of marriage must be laid within the jurisdiction, because the one without the other would not maintain the action, and one may confess the words, and traverse the damage (63 Raym, Lev. 69) so in trespass by a master for battery of his servant, the loss of service as well as the battery must be laid within the jurisdiction (6 Mod. 224). But it is agreed that where the gist of the action is laid within the jurisdiction, mere matter of aggravation, or consequential damage, without which the action would have lain, need not be averred to have arisen within the jurisdiction (Vin Abr. vol. 21). So if part of the damage occurred within the jurisdiction, and part not, and verdict be given on the whole semble, it is good for the latter, as only increase of damages may be rejected. Thus where an action was brought in the Palace Court against a man for having so neglected to take care of a horse, that it was taken out of the stable and ridden so violently that it was spoiled, without averring that the riding occurred within the jurisdiction, the Court held that the violent riding was only matter of aggravation (Salk. 404, 2 Lord Raym, 795). So where in an action of slander against a tradesman residing within the

jurisdiction of a borough court, and the plaintiff declared that he was a tailor there, that he used the said art for several persons also residing within that jurisdiction and elsewhere within the kingdom of England, and that the defendant to scandalize him in the said art, said to him "thou hast stole my cloth, &c.," whereby he lost his customers, on a plea of not guilty, it was held that the Court could not proceed to trial, for they could not give damages for the loss of custom arising without the jurisdiction, for there, as in other cases, they could not bring witnesses from without the jurisdiction to prove the loss or otherwise (Vin. Abr. 21 4).

So all matters of fact set up as a defence, or at least those requiring to be specially pleaded as payment, set-off, tender, &c., must have accrued within the jurisdiction, and be averred in the plea to have occurred, or else it will be bad for the same reasons as apply to declarations—viz., that otherwise the Court cannot enforce the attendance of witnesses, or a jury of the visne, &c., to enquire into the fact.

For further information as to local jurisdiction I particularly call the attention of the reader to the case of the mayor, &c., of London v. Cox and others—L. J. vol. 36, Exch. 225. This case, after much litigation, was taken to the House of Lords, and the judges were summoned, and their opinion given through Mr. Justice Willes, who appears to have investigated the subject of local jurisdiction with an amount of ability rarely equalled. In this case all the authorities and cases on the subject are cited by him.

Jurisdiction as to things.—The jurisdiction of inferior courts in relation to things, or the subject of the course of action con-

sidered as to the nature of the demand, and the amount thereof, is determined by Act of Parliament, or the letters patent, or the custom or prescription by which the jurisdiction is created. And they will have jurisdiction precisely in such actions and to such an amount as is so granted to them, and no more, for the superior courts all construe their patents and acts strictly, and as much in restraint of their jurisdiction as possible. The jurisdiction of this Court is not, however, it will be found on referring to the letters patent of Edward VI., restricted to any amount, and it has power to "hold all and all manner of pleas, actions, contracts, plaints, " and personal suits of all and all manner of causes, matters, con- " tracts, and demands whatsoever."

It is, however, said, that no trace of pleas of title to land has been found in the books or among the records of the Court. But notwithstanding this the Court evidently has power to hold such pleas.

The Court also was one within the meaning of the 3 and 4 William IV. c. 42, s. 17, to which the superior court might direct writs of trial. These writs, however, are now abolished by the County Court Act, 1867.

It has also the power of making and enforcing commitment orders on judgments of this or any other Court, as will appear hereafter.

Many of the Acts of Parliament passed within the last few years, and the rules made in pursuance thereof, by which the procedure and practice of the superior courts have been so much improved, could with benefit, by an order in council, be made to extend to this Court. Amongst these Acts I might enumerate, "The Common Law Procedure Act, 1852;" "The Common Law

"Procedure Act, 1854;" "The Summary Procedure on Bills of "Exchange Act, 1855;" and "The Common Law Procedure Act, "1860;" all of which enact that it should be lawful for Her Majesty from time to time, by an order in council, to direct that all or any part of the provisions of the the said Acts, or any of the rules made in pursuance thereof, should apply to all or any Court of Record in England or Wales. The provisions of the Bill of Exchange Act have, by an order in council, been extended to the county courts and to many of the borough courts—see Gazette 1st February, 1856. And it has also been decided in Danber v. Barnes, L. J. vol. 31, Q. B. 302, that the provisions of The Common Law Procedure Act, 1854, giving the superior courts power to attach debts, apply to all courts of record, on an order in council being obtained.

Many sections, however, of "The Common Law Procedure Act, "1852," and "The Common Law Procedure Act, 1854," apply to this Court without such order. By the 35th section of the former act the following sections apply to "any court of record "holding pleas in civil actions."

The sections are as follow:—

Sec. 35.—The nonjoinder and misjoinder of plaintiffs may be amended at the trial, as in cases of amendment of variances under 3 & 4 William IV., c. 42.

Sec. 36.—Upon notice a plea of nonjoinder plaintiff's pleading may be amended.

Sec. 37.—Nonjoinder of defendants may be amended before or at the trial.

Sec. 38.—Upon plea in abatement for nonjoinder of defendants proceedings may be amended.

Sec. 39.—Provisions in cases of subsequent proceedings against persons named in plea in abatement for nonjoinder of defendants.

And by the latter act, sect. 103, the following sections apply, and extend to "every court of civil judicature in England and "Ireland," viz.—

Sec. 19.—Power to adjourn trial.

Sec. 20.—Affirmation instead of oath in certain cases.

Sec. 21.—Persons making false affirmation to be subject to the same punishment as for perjury.

Sec. 22.—How far party may discredit his own witness.

Sec. 23.—Proof of contradictory statements of adverse witness.

Sec. 24.—Cross-examination as to previous statement in writing.

Sec. 25.—Proof of conviction of witness may be given.

Sec. 26.—Attesting witnesses need not be called except in certain cases.

Sec. 27.—Comparison of disputed writing.

Sec. 28.—Provision for stamping documents at trial.

Sec. 29.—Officer of court to receive duty and penalty.

Sec. 30.—No document under act to require a stamp.

Sec. 31.—No new trial for ruling as to stamp.

Sec. 32.—Error may be brought on special case.

The 6 and 7 Vic., c. 85 (Lord Denman's Act) and 14 and 15 Vic., c. 99 (The Law of Evidence Amendment Act) also apply to this Court.

It will be remembered that formerly a witness might be objected to as being infamous, or a party interested in the result of the issue, no matter to how small an extent, but that principle was abolished

by the first act; but it left actual parties to the record still incompetent witnesses. This disability, however, was removed by the second act.

Several of the clauses in the 7 & 8 Vic., c. 96. (being an Act to amend the Law of insolvency, bankruptcy, and execution) are also applicable to this Court, particulary sec. 59, and although imprisonment for debt under £20 was abolished by that Act, still the judge who tried the cause has, by that section, power to imprison the defendant. "That if, at any time, it shall appear to "the judge who shall try the cause, that the defendant, in incurring "the debt or liability which may be the subject of demand, has "obtained credit from the plaintiff under false pretence, or with a "fraudulent intent, or has wilfully contracted such debt or liability "without having at the same time a reasonable assurance of being "able to pay or discharge the same, or shall have made or caused "to be made, any gift, delivery, or transfer of any personal "property, or shall have removed or concealed the same, with an "intent to defraud his creditors, or any of them, it shall be lawful "for such judge, if he shall think fit, to order that such defendant "may be taken and detained in execution, upon such judgment, in "like manner, and for such time as he might have been if this Act "had not been passed, or for any time not exceeeing six calendar "months, in any case in which the time for which a person, taken "in execution under process issuing out of any such court, could "lawfully be detained in custody, according to the constitution of "the said court, before the passing of this Act, is less than "six months, whether or not execution against the goods and "chattels of such defendant shall have issued, as hereinafter "provided."

This clause appears to contain all the similar remedies which are contained in the subsequent statute 8 & 9 Vic. c. 127; and since the latter statute is only cumulative upon this, when either fails from any technicalities, the other may perhaps be resorted to. Both statutes require some attentive perusal from the practitioner as they are difficult of construction, and should be referred to before acting upon the sections here set forth.

Where judgment shall have been signed in this or any other court of competent jurisdiction (except a county court) against any person, for a debt not exceeding £20, exclusive of costs, or where any person shall be indebted to any other in any sum not exceeding that amount, by virtue of any judgment or order for payment of any costs, this court has power, under the 8 & 9 Vic., c. 127, (an Act for the better securing the payment of small debts, 9th August, 1845) upon application of the judgment creditor (see form of application, Form No. XLVIII) to summon (see Form No. XLIX) the debtor, if he reside, or be within the jurisdiction, touching the time and manner of contracting the debt, the means and prospects of paying he then had, the property or means of payment he still hath, and the disposal he may have made of such property since contracting the debt, and may make an order thereon, in certain cases, (for which see the act) for his committal to prison, for any term not exceeding forty days, to the common gaol, wherein the debtors under judgment and execution of the superior courts of justice may be confined, within the county, city, borough, or place in which such debtor shall be resident, or to any other gaol or debtors' prison within the same county, city, borough, or place, which shall by declaration of one of Her Majesty's principal Secretaries of State, be allowed as a place of imprisonment under this Act, so long as such declarations shall remain in

force and unrevoked. And by sec. 2 no protection or interim, or other order issuing out of any court of bankruptcy, or for the relief of insolvent debtors, or any certificate obtained after such order for imprisonment, under this Act shall be available to any debtor imprisoned under such order as aforesaid. And by "The Bankruptcy Act, 1861," (See sections 100 and 104) any person so committed cannot obtain his release by being included in the returns of the goaler made in pursuance of that act. For the fees payable under 8 & 9 Vic., c. 127, see page 116.

The Act does not direct how the summons is to be served, but no doubt it should be personal, and that leaving it at the house is not sufficient.

By section 13 of the Act, the execution of all process issuing out of this Court shall belong to the high bailiff of Southwark, therefore the summons must be served by him.

And by section 4 of the Act the judge has the like powers where proceedings shall have been had for the recovery of any debt or demand within the jurisdiction of this Court, of examining the parties to the suit, and upon occasion of pronouncing judgment therein, of further examining them and of committing the defendant to prison by acting immediately without summons and petition as under the 1st section; but whether or not he has the power under this section to make an order for payment by instalments seems questionable; I am inclined to think, however, he does possess this power, as, at the end of the section there is a clause that all the provisions of the Act shall be deemed to apply to such case, in like manner as if a summons had been obtained.

And by the 22nd section it is enacted—"That in all cases where "final judgment shall have been obtained in this Court, and a

" warrant or execution shall have issued against the goods and " chattels of the defendant, or an order for his commitment shall " have been made under this Act, and the defendant or his goods " and chattels shall be out of the jurisdiction of the Court, it " shall be lawful for the officer charged with such warrant, exe- " cution, or order of commitment, to apply to any justice of " the peace acting for any county, division, or place in which the " defendant, or his goods and chattels shall then be, upon proof " being made upon oath (which oath the justice shall be empowered " to administer) that the person, or the goods and chattels of such " defendant is, or are believed to be, within the county, division, " or place where such justice of the peace shall act, such justice " of the peace shall sign or endorse his name upon the said " warrant, execution, or commitment, and thereupon the said " officer charged therewith shall take and seize the person or the " goods and chattels of the defendant, wheresoever the goods shall " be found within the county, division, or place for which such " justice of the peace shall act, and all constables and other " peace officers shall be aiding and assisting within their respective " districts in the execution of the said warrants, executions, or " orders."

This section will be found very useful in the case of commitment orders, but with respect to judgments it would be the better way to remove them into one of the superior courts under 1st and 2nd Vic. c. 110, section 22, and then issue an execution upon them into the county where the defendant may happen to be, and the plaintiff is entitled to all reasonable costs and charges attendant upon his application to remove and of removal of such judgment.

Jurisdiction as to persons.—The letters patent of Edward VI. confine the jurisdiction of this Court as to persons to "the "inhabitants of the town and borough, parishes and precincts "aforesaid, as concerning the causes and matters there arising." Independently of the restriction imposed by this grant, the general rule as to local jurisdiction is said to be that the person proceeded against must be resident within the jurisdiction (Griggs case Hutton 59—Tubb, v. Woodward 6 T. R. 175—Smith, Kelly, 1 Bos. and P. 175—The judgment of Park B in Bailey v. Chitty, 6 L. J. Ex. 19—and the judgment in Williams, Jones, 14 L. J. Ex. 145—Corrall v. Morley, 12 B. 18—Huxham v. Smith, 2 Camp. 19. And a judgment of an inferior court of local jurisdiction may be avoided by showing that the defendant did not reside within the district (the S. C. of Corral v. Morley, and Huxham v. Smith), and to a plea of judgment recovered in an action in an inferior court, the plaintiff may reply that the parties resided, and the cause of action accrued out of the jurisdiction—Briscoe v. Stevens, 2 Bing. 213.

Now the questions are who may be considered an inhabitant, and what is a residing within the jurisdiction? These are difficult points to decide, and the decisions are very conflicting. According to the usual acceptation of the term, the word inhabiting is synonymous with that of residing, and both probably with that of dwelling; and since the latter word has been fully explained in a variety of different points of view under the various county court acts, the reader is referred to the decisions thereunder, collected in Chitty's practice; but I may, however, remark that the habitually sleeping at a particular house, perhaps, is the best test of residence.

Whether or not a person can be sued in this court as administrator or executor, or as heir, seems doubtful—Ailway v. Burrowes

Dougl. 246.—But an executor, administrator, or heir, can sue therein—Ware v. Wyborn Dougl. 246.

Where several partners hold a house within the jurisdiction, it is an occupancy by all (Axon v. Dallimure, 3 D. & R. 51).

It is almost unnecessary for me to observe that it is not at all requisite that the plaintiff should be within the jurisdiction so long as the defendant be an inhabitant there, and the cause of action accrued within it. But if a debtor, who has contracted a debt out of the jurisdiction, comes and resides within it, yet he cannot be sued there for such debt, as the cause of action arose out of it (1 Will. Saund. 74 N. 1). If such a case as this occurs in practice, perhaps the defendant might be induced to state an account and promise to pay it within the jurisdiction, he could then be sued in this court, on such account stated and promise—Williams v. Gibbs Ad. & E. 208, 2 Har. & W. 241, 6 Nev. & M. 788.—And it would be sufficient to aver an account stated within the jurisdiction, without saying that all the items accrued there (Emery v. Bartlett 2 Lord Raym 1555). But a mere naked promise within the jurisdiction, without any evidence to support an account stated, is not sufficient (5 A. E. 208. Thorn. v. Chinnock N. C. 141).

Where one of the defendants is a foreigner, (*i.e.* one not residing within the jurisdiction) the defendant within the jurisdiction cannot be sued there, for they cannot be severed (1 Roll. Abr. 493).

OF THE REMOVAL OF CAUSES.

Of the Removal of Causes.—Causes may be removed from this court to either of the superior courts of law at Westminster, by writ of certiorari, where the debt exceeds £5. If the demand be

under £20, bail must be put in. Where it appears by the declaration that the sum claimed is exactly £20, it is not necessary to put in bail (Brady v. Veeres 5 Dowl. C. P. 415—2 Har. & W. 320).

The general rule is that a writ of certiorari will not lie to remove proceedings after judgment.

The writ must, by the 43 Eliz. c. 5, be delivered to the judge or officer of the court at latest before any of the jury are sworn, and, by 21 Jac. I. c. 23, s. 2, before issue or demurrer joined, if such issue or demurrer be not joined, within six weeks after appearance of the defendant. It must also be delivered before writ of enquiry executed in case of judgment by default.

The reader is referred to *Chitty's Practice* for further information on the subject.

OF THE REMOVAL OF JUDGMENTS.

Of the Removal of Judgments.—It is of course unnecessary to remove a judgment or order of this court if the person to whom the payment is to be made can obtain satisfaction by the process thereof, but it is not a condition that he cannot obtain such satisfaction to enable him to remove his proceedings, neither need he issue his writ of Fi. Fa. or Ca. Sa., prior to the removing them. The 1 and 2 Vic., c. 110, enacts that when final judgment shall be obtained in any action or suit, in any inferior Court of Record, in which at the time of passing of this Act, a barrister of not less than seven years' standing shall act as judge for the trial of causes, and also in all cases where any rule or order shall have been made, whereby any sum of money, or any costs, charges, or expenses shall be payable to any person, such

judgment, rule, or order, may be removed into any of the superior courts at Westminster, and thereupon any writ of execution issued upon such judgment, and any such judgment, rule, or order, will become and be of the same force, charge, and effect as a writ of execution or judgment recovered in or a rule or order made by such superior courts. And all reasonable costs and charges attendant upon such removal, shall be recovered in like manner as if the same were part of such judgment, or rule, or order.

Where the judgment has been removed under the above act, the court will not inquire into the regularity of the proceedings in the court below, previous to judgment (Simon v. Count de Wints 1 Dowl. 646).

The plaintiff or defendant after the removal of the judgment may act upon it, as a judgment of the superior courts. No judgment, however, when removed, will affect any lands, tenements, or hereditaments, as to purchasers, mortgagees, or creditors, any further than the same would have done, if the same had remained a judgment of this Court, unless and until a writ of execution therein shall be put into the hands of the sheriff or other officer appointed to execute the same. And judgments of inferior courts when removed must be registered to bind lands, 18 & 19 Vic. c. 15 S. 7.

The judgment may also be removed under 19 George III., c 70, 34 (see "Execution," page 68)

An action lies on a judgment of an inferior court (Read v. Pope 1 C. M. and R. 302), but not on a rule or order, or judge's order of any court (Sheeley v. The Professional Life Assurance Company, 26 L. J. C. P. 301). The venue in an action on a judgment of an inferior court is local.

As to the practice on removal of judgments see *Chitty's Practice.*

NEW TRIAL.

New Trial.—A new trial in this or any other inferior court can only be granted on the ground of irregularity and surprise, and not upon the merits.

THE PROCEDURE.

The Procedure.—Justice is administered in this Court upon and governed by the same principles as in the superior courts of law at Westminster, and the proceedings are the same as at common law, and all common law rules and cases as existing in these courts before "The Common Law Procedure Act, 1852," regulating pleading in the superior courts, apply to pleadings in this Court. But by the rules of common law, I mean such rules as arise at common law strictly, for the statutes passed in reference to the common law pleadings of the superior court will not affect those of inferior courts unless named. But the Law Amendment Act, 3 and 4 William IV., c. 42, does in all probability apply to inferior courts of *record*, as appears from the frequent use of the general term all courts of record, and the general tenor of the act. But whether or not the rules of Hilary Term made in pursuance of that act are binding on inferior courts, awaits a decision. However, this Court has adopted both the act and the rules, and probably it was correct in doing so. And these rules are not affected by the several sections contained in 2 and 3 Victoria, c. 27, under which the judges of the several borough courts, named in schedules A and B in the 5 and 6 William IV. are empowered to frame rules and manner of proceeding therein, the borough of Southwark not being one of the boroughs named in such schedules.

At common law and prior to any legislative interposition the regular process to bring in defendants was a summons, except in cases of aggression committed with force or *vi-et-armis*, but subsequently by several statutes power was given to arrest the defendant and the capias in mesne process became the usual method of commencing the action, and the one in general use in this Court.

Under these statutes many inferior courts, especially those of borough towns, had power of bringing in a defendant by arrest of his body, even in actions for a sum of a very small amount. But they did not in all cases exercise that power, but merely served the process upon the defendant, who then filed common bail to the action, and it proceeded without his actual arrest.

The power of arresting the defendant being deemed an oppressive and unnecessary hardship, it was remedied by 12 George I., c 29, as to all actions below forty shillings, and the result appearing beneficial the amount was increased by several subsequent statutes, viz., 5 George II., c. 27; 19 George III., c. 70; 51 George III., c. 124; and ultimately by 7 and 8 George IV., c. 71, to causes below £20. These acts still left the power of arresting the defendant on mesne process in cases above that amount, but this power was taken away entirely by statute 1 and 2 Victoria, c. 110, in actions in the inferior courts, and in the superior also, except in cases above that amount; and the defendant is about to leave the country; and in those cases an order of a judge must be first obtained for leave to issue a writ of capias. And by the subsequent statute of 2 and 3 Victoria, c 27, s. 3, it is enacted "That all "personal actions brought in the borough courts of England and "Wales shall be commenced by writ of summons."

Therefore instead of the capias being the commencement of the action, as formerly, the writ of summons is substituted. The writ of summons (form II.) is issued by the prothonotary of this court, from a plaint form (No. I.) and must be endorsed by the name of the attorney issuing it, as by the 2 George II., c. 23, it is enacted that every writ and process for arresting the body, and every writ of execution, and every copy of any writ or process that shall be served on any defendant shall, before the service thereof, be endorsed with the name of the attorney, clerk in court, or solicitor, written in a common legible hand by whom such writ, process, execution, or warrant respectively shall be sued forth; and where such attorney, clerk in court, or solicitor, shall not be the person immediately retained or employed by the plaintiff in the action or suit, then also with the name of the attorney or solicitor so immediately retained and employed to be subscribed and endorsed in like manner. A copy of the writ must be personally served by the plaintiff's attorney within the jurisdiction, and the affidavit of service must state that it was so served. But if the defendant cannot, in cases where the cause of action is under £20, be served personally, with copy of the writ, the plaintiff must then proceed under section 5 of 7 and 8 George IV., c. 71, and obtain a distringas to compel an appearance to the writ, which statute, after reciting the statutes limiting the amount for which a defendant could be held to bail as before mentioned by the above section, enacts that: "Whereas the provisions in the said acts, authorising plaintiffs in "default of appearance to enter a common appearance, or file "common bail as therein directed are not deemed to extend to pro- "ceedings by original and other writs, whereupon no capias is "issued. And it is expedient to extend the provisions of the said

" former acts to such proceedings. Be it further enacted that in all " cases where the plaintiff or plaintiffs shall proceed by original or " other writ and summons, or attachment thereupon, or by subpœna, " and attachment thereupon, in any action at law against any " person or persons not having privilege of parliament, no writ of " dristringas shall issue for default of appearance, but the defend- " ant or defendants shall be served personally with the summons " or attachment, at the foot of which shall be written a notice in- " forming the defendant or defendants of the intent and meaning " of such service to the effect following—

" C. D. (naming the defendant) you are served with this " process at the suit of A. B. (naming the plaintiff) to the " intent that you may appear by your attorney in His Majesty's " Court of at Westminster, at the return hereof, " being the day of in order to your defence " in this action, and take notice that in default of appearance, " the said A. B. will cause an appearance to be entered for " you and proceed therein as if you had yourself appeared by " your attorney."

" But in case it shall be made to appear to the satisfaction of the " court, or in vacation to any judge of the court, from which such " process shall issue, or into which the same shall be returnable, " that the defendant could not be personally served with such " summons or attachment; and that such process had been duly " executed at the dwelling house or place of abode of such defend- " ant, and then it shall and may be lawful for the plaintiff by leave " of the court, or order of such judge as aforesaid, to sue out a " writ of distringas, to compel the appearance of such defendant, " and at the time of the execution of such writ of distingras there

" shall be served on the defendant by the officer executing such " writ, if she or they can be met with; and if he, she, or they cannot " then be met with, there shall be left at his, her, or their dwelling " house or other place where such distringas shall be executed, a " written notice in the following form:—

" In the Court (specifying the court in which the suit shall be " pending) between A. B. plaintiff, and C. D. defendant, " (naming the parties.) Take notice that I have this day " distrained upon your goods and chattels for the sum of forty " shillings, in consequence of your not having appeared to a " writ of returnable there on the " day of and that in default of you appearing " to the present writ of distringas at the return thereof being " the day of the said A. B. will cause " an appearance to be entered for you, and proceed therein as " if you had yourself appeared by your attorney.

E. F. (name of Sheriff's officer).

" To C. D. (the above-named defendant)."

" And if such defendant or defendants shall not, (the word 'not' is omitted in the act E. S.) at the return of such original or other " writ or of such distringas, as the case may be, or within eight " days after the return thereof, in such case it shall and may be " lawful to and for the plaintiff (or plaintiffs) upon affidavit " being made and filed in the proper court of the personal " service of such summons or attachment, and notice written on " the foot thereof as aforesaid, or of the due execution of such " distringas, and of the service of such notice as is hereby directed " on the execution of such distringas, as the case may be, to enter " a common appearance for the defendant or defendants, and to

" proceed therein as if such defendant or defendants had entered " his her or their appearance, any law or usage to the contrary " notwithstanding, and that such affidavit or affidavits may be made " before any judge or commissioner of the court out of or into " which such writ shall issue or be returnable, authorized " to take affidavits in such court, or else before the proper " officer for entering common appearances in such court, or his " lawful deputy, and which affidavit is hereby directed to be filed " gratis."

This Act however only applies where the cause of action shall not amount to £20 or upwards, and it must be remembered that it was an act in force before the 2 and 3 Victoria, c. 27, substituted the writ of summons for the old method of bringing in defendants; but notwithstanding this, perhaps, the method of proceeding set forth in the section just set out is not affected by the substitution. But it would appear that in actions in borough courts for sums above that amount, now the power of arresting the defendant on mesne process has been taken away from inferior courts, the old method compelling the appearance of the defendant by attachment of his goods, or by pledges, or distress, or otherwise, as used by custom, may still be followed, and must unless another mode has been adopted by express order of the court, or perhaps by uniform practice. As it will, however, seldom be necessary to resort to the above means of compelling an appearance, I shall not encumber these notes with any further remarks thereon. I may, however observe, that the statutes before mentioned, viz., 12 George I., c. 29; 5 George II., c. 17; 19 George III., c. 70; 51 George III., c. 124; and 7 and 8 George IV., c 71, are very difficult of construction, and require to be carefully considered together,

in order to perceive what their due effect is; and I particularly call the attention of the practitioner to them, before acting upon my construction of them as here set forth.

In all cases where the defendant has been personally served with the writ, and has not appeared, the plaintiff may enter an appearance for him, and upon filing an affidavit of such service may proceed with the action as if the defendant had appeared in due course; such, at least, is the custom of this court, and the custom of an inferior court warrants its proceedings. But it appears to me that, if I have correctly understood the 5th section of 7 & 8 Geo. IV., c. 71, the plaintiff is only entitled to adopt that course in cases under £20, and where the cause of action exceeds that amount he should compel the appearance of the defendant, by attachment, &c., as before stated.

The defendant has till 12 o'clock at noon of the second court day after the service of the summons, to appear thereto, and the appearance must be entered by his attorney with the prothonotary in the court book.

The next step is taken by the plaintiff declaring against the defendant. If the defendant has appeared the declaration is delivered to his attorney, or to him, if he has appeared in person. A demand of plea and notice to plead must also be served. These notices are usually indorsed on the declaration.

A rule to plead must also be given. It is however never drawn up or served, a precipe for the rule being merely handed to the prothonotary. If the defendant does not appear, an affidavit of service must be filed, and an appearance entered by the plaintiff, sec. stat., for the defendant. The declaration in that case is then filed in court, instead of being delivered between the parties.

Notice, however, of the filing of the declaration is given to the defendant, which contains the notice to plead, therefore it is unnecessary to indorse any notice on the declaration, as a demand of plea is not requisite when the plaintiff appears for the defendant; the rule to plead is, however, necessary.

Particulars of demand are usually given with the declaration or notice thereof, as, in the event of their being subsequently ordered, the plaintiff will not be entitled to the costs of them.

The defendant has until the following court day, next after the delivery or filing of the declaration, to plead.

Every Monday is a court day, but if no cause be entered for trial, or there are no other proceedings which require the judge's attendance, the court does not sit. All proceedings and process are taken or supposed to have been taken on that day, and must be dated as of a court day accordingly, otherwise they are bad, (Humphries v. Longmore and Smith, 17, L. J., C. P., 328, Morse v. James, Willes 122). This day corresponds to the term of the superior courts, in which formerly, until the rules of H. T., 4 W. IV. made in pursuance of 3 & 4 W. IV., c. 42, the declarations in these courts were always entitled of the term in which the writ was returnable, and therefore the declarations in this court, should before these rules at least, according to strict principles, have been entitled of the day on which the writ was returnable, which was the second court day after the service of the summons. But now, by those rules, every pleading is to be entitled of the day, month and year when the same is pleaded, and without reference to any other date unless specially ordered by the judge. However, although this court has in general adopted the above act and rules, as before stated, yet it still continues its old custom of entitling the pleadings, &c., as of a court day, although it

does not, and never did, require them to be dated of the court day on which the writ was returnable, but as of the court day on which they are pleaded.

There is an old rule of court which requires the plaintiff to declare the same day that the defendant appears, or the third court day after, otherwise to lose his action; but if the defendant take no steps to *non pros* the plaintiff, then the plaintiff may declare at any time within a year next after the return day of the writ. And by leave of the court, the plaintiff may obtain further time to declare beyond the third court day.

The declaration must correspond with the writ, in the names of the parties, and in form of action, as to whether it is laid in debt, assumpsit, or otherwise, and it is most essential that all the material facts be averred to have transpired within the jurisdiction of the court. (See ante jurisdiction as to things)—Maddock v. Cooper, 2 Wills 16, and therefore it must aver that the goods were sold and delivered within the jurisdiction. And that the defendant promised to pay within it—S.C., Trevor v. Wall, 1, T.R. 151. So also that the money was had and received within the jurisdiction—as well as that the defendant promised to pay within it, Trevor v. Wall, 1 T.R., 151.—In declaring in assumpsit, not the promise only, but the consideration also, on which such promise is founded must be laid within the jurisdiction. Ramsay v. Atkinson, 1 Lev., 50. Whitehead v. Brown, id. 96. Drake v. Bear, id. 104, 105. Price v. Hall, id. 137. Stone v. Waddington, id. 156. Hanslip v. Coater, id. 87. Waddock v. Cooper, 2 Wills 16. Higginson v. Martin, 2 Mood, 195. Heaven v. Davenport, 11 id. 365. Winford v. Powel, 2. Lord Raym, 1310.

It must shew at large that the cause of action arose within the

jurisdiction—1 lib. abr. 371. Briscoe v. Stevens, 2 Bing 213, as nothing will be intended to be within the jurisdiction but what is expressly alleged to be so. 1 Wm. Saund, 749. 1 Lev. 104. 2 Rep 16. And if part of the cause of action arose within the jurisdiction and part without it, the inferior court ought not to hold plea. 1 Lev. 104. 2 Rep. 16.

If the court has no jurisdiction over the subject matter it is ground of nonsuit. Trevor v. Wall, 1 T.R., 151. Parker v. Elding, 1 East 352.

Whenever the jurisdiction vests as to the principal question, it applies to all incidental points connected with it. Smart v. Woolf, 3 T.R., 347.

In order to be a bar, the proceedings in a court of limited jurisdiction must shew on the face of them expressly or by necessary intendment, that the court had jurisdiction in the matter. Taylor v. Cleninson, 2 C.B., 978. And whether the declaration states that the cause of action arose within the jurisdiction or not, a plea in chief denying the debt puts that fact in issue by implication, and the plaintiff must fail at the trial unless he proves it, Williams v. Gibbs, 5 Ad. & E., 208. If the cause of action is laid in the declaration to have arisen within the jurisdiction, although it arose elsewhere, and the defendant makes no objection at the trial and the plaintiff gets a verdict, the defendant cannot afterwards take advantage of its not being proved by a writ of error, because the defect does not appear on the record—See the remarks of Lord Kenyon in Taylor v. Blair, 3 T. R. 452.

But a judgment of an inferior court of local jurisdiction may be avoided by showing that the defendant did not reside within the district—Corrall v. Morley, 12 B. 18, Huxham v. Smith, 2

Cramp 19. The declaration in an action on a judgment in an inferior court must aver that the cause of action arose within the jurisdiction—Read v. Pope, 1 C. M. & R., 302. Briscoe v. Stevens, 2 Bing, 213.

A custom for an inferior court to summon and declare at the same time, and proceed to judgment without an appearance is bad—William v. Bagot, 3 B. & C., 772.

Pleas.—The same rule as to the averment of jurisdiction applies in the like manner to the pleas as to the declaration, therefore when it is necessary to aver any new material fact such fact must be averred as having occurred in the jurisdiction. Thus when a payment before action brought is pleaded, it must be averred that such payment was made within the jurisdiction. So a tender, and the fact of the defendant's having been always ready, and still ready to pay the debt, must be pleaded as having occurred, and occurring within the jurisdiction. So a plea of set off. So in replications of a promise in writing, or part payment, after coming of age, to a plea of infancy, or the statute of limitations, should probably aver such promise or part payment to have been made within the jurisdiction. And the reason for this is, that the promise or part payment must be proved, which cannot be done effectually in all cases where it took place out of the jurisdiction, as the inferior court has no power of compelling the attendance of witnesses. It is probable, therefore, that such subsequent part payment or promise must be averred as within the jurisdiction, and that the debts which the defendant seeks to set off against those of the plaintiff to have arisen within the jurisdiction of the court, and that the offer to set off was or is also made within it.

Thus when the sum sought to be set off is for work and labour done, money paid, money lent, &c., the plea must aver that such work and labour was done and such money was lent within the jurisdiction, for the defendant in order to support the plea, must prove the fact of the work and labour done, &c., which he cannot do if it transpired without the jurisdiction, as the court would have no power to enforce the attendance of witnessess, &c. And therefore it would appear that debts which did not accrue within the jurisdiction cannot be set off in an action in an inferior court.

If the defendant intends to dispute the jurisdiction it must be by plea, (Rowland v. Veale, Cowp. 20,) as he cannot do so on the general issue, Cowp. 172, Rex v. Johnson, 6, East, 583. But, notwithstanding this, it has been decided, as previously stated, that whether the declaration states that the cause of action arose within the jurisdiction, or not, a plea in chief denying the debt puts that fact in issue, by implication, and the plaintiff must fail at the trial, unless he proves it, Williams v. Gibbs, 5, Ad. and E., 208. If, however, the cause of action is laid in the declaration to have arisen within the jurisdiction, although it arose elsewhere, and the defendant makes no objection at the trial and the plaintiff obtains a verdict, the defendant cannot afterwards take advantage of its not being proved by a Writ of error, because the defect does not appear on the record, see the remarks of Lord Kenyon in Taylor v. Blair, 3, T. R., 452. Submitting to the jurisdiction, in general, precludes the right of afterwards questioning it, Wilson v. Hobday, 4, M. and S., 120. The defendant's best course, therefore, if he intends to dispute the jurisdiction, is to plead to it, and not trust to a plea in chief, or his attorney's vigilance at the trial. A plea to the jurisdiction must be pleaded in person, and

not by attorney, 1 Bac. Abr., 2; Grant v. Sondes, 2, W. Bl., 1094; for the attorney is the officer of the court, and if the plea be put in by the officer of the court, it must be presumed to be by leave of the court, Bac. Abr., Courts D. 3, and by 4 and 5, Anne c. 16, s. 11, it must be verified by affidavit. If it be filed without an affidavit, or with an insufficient one, the plaintiff may treat it as a nullity and sign judgment, Sparkes v. Wood, 3, Salk, 173; it must be pleaded before the defendant has taken any step admitting the jurisdiction, but entering an appearance is not an admission, for before that the defendant is not before the court. And it should be pleaded as soon as possible, the next court day for instance after the delivery or filing of the declaration, and the plea ought to conclude with a prayer of judgment in this manner:—"The said defendant prays "judgment whether the court will take any further cognizance of "the said plea," 1 Mod., Ent., 34—2 W. M. Saund, 209a. And if the court proceeds after this, the superior court will grant a prohibition.

To a plea to the jurisdiction, the plaintiff may either demur or reply, traversing, or confessing, and avoiding it, or he may enter a cassetur billa.

To a plea of judgment recovered in an action in an inferior court, the plaintiff may reply that the parties resided, and the cause of action arose, out of the jurisdiction, Briscoe v. Stevens, 2 Bing., 213. The pendency of an action in an inferior court cannot be pleaded to an action in a superior one, Brinsley v. Gold, 12 Mod., 204—Seers v. Turner, 2 Lord Raym, 1102, S. P. 1 Bacons, Abr., M., Com., Dig., abatement H., 22, White v. Willis, 2 Willis, 87. And the borough court of Liverpool is an inferior court—Langton v. Taylor, 6 M. & W., 695, S. C., 8 Dowl, 776—10 L.

J., Ex. 57, and so is the mayor's court of London, notwithstanding its peculiar customs and jurisdictions, Reg. v. London (mayor, &c.,) 11 Jurist, 1867—76 L. J., Q. B., 185, Cox v. Mayor, &c., on error from Exchequer Chambers to House of Lords, 36 L. J., Exch., 225.

If the defendant pleads issuably, issue may be joined on the same court day, and notice of trial be immediately given for the following court day, and the costs may be taxed and judgment signed, and execution issued on the court day next after the day of trial. The record is made up by the plaintiff, (see form No. XXII.) and a copy thereof, served on the defendant.—Notice of trial is usually indorsed on it. The cause is then entered with the prothonotary for trial, and the record which is engrossed on parchment lodged with him. These steps are usually taken on the same day on which the notice of trial is given, but if done before twelve o'clock on the following Friday they will be in time.

In signing judgment it is only necessary for the prothonotary to make the entry in the court books; in practice, however, judgment is always signed in the same manner as in the superior courts.

The jurors are summoned by the high bailiff by virtue of a writ of venire (form No. XV.) issued by the plaintiff's attorney, and returned by the high bailiff with the jury panel annexed at the time of trial.

The panel is made out by the high bailiff from the more substantial inhabitants of Southwark who are summoned by the officer appointed by him for that purpose, usually the crier of the court.

If the defendant does not plead in due course, the plaintiff may sign judgment. And where necessary (and it is always necessary

where the judgment is interlocutory) give notice of executing a writ of inquiry for the following court day (for form of writ of inquiry see form No. XIII.) In actions on bills of exchange and promissory notes a final judgment by default having been signed, a rule nisi (form No. X.) may be obtained to refer to the prothonotary to compute principal and interest, which rule must be served on the defendant or his attorney. If there is no cause shewn against, it on an affidavit of service, (form No. XI.) a rule absolute (form No. XII.) may be drawn up, and the judgment completed by the computation of principal and interest, and taxation of the costs by the prothonotary.

THE EXECUTION.

The Execution.—The execution may be either against the body or the goods. The writ must be tested and made returnable on a court day. It is usually made returnable on the second court day after the test. By statute 2 Geo. II. c. 23, the name and address of the attorney suing out the writ must be indorsed on it (see ante page 56 as to the indorsement on the writ of summons). If the defendant removes out of the jurisdiction so as to defeat the plaintiff's execution, the judgment may by virtue of 19 Geo. III. c. 70, sec. 4, be removed into the superior courts, and a writ of execution issued therefrom. And the sheriff is authorised to levy twenty shillings for the extraordinary costs of the plaintiff consequent thereon. But this statute does not extend to judgments for defendants. Batten v. Squires 14 Dowl 53. Nor to a judgment in ejectment—Doe. d. Stansfield v. Shipley 2 Dowl 408—(See ante

page 52 as to removal of judgment, and as to magistrate indorsing warrant, see ante page 48).

It must be remembered that arrest upon final process in an action for debt not exceeding £20 and costs, was abolished by 7 & 8 Vic. c. 95. This enactment however applies only to an action for the recovery of a debt, and to an execution on a judgment obtained against the defendant, and not to a judgment obtained against the plaintiff. It applies where the sum recovered by the judgment does not exceed £20 exclusive of the costs, so that if judgment be for an amount not exceeding that sum, the defendant cannot be arrested, though the action was brought for more, and pending the action the defendant made a part payment and reduced the debt to that sum. It does not however apply to an execution in an action brought on a judgment for a sum above £20 though such judgment had been obtained in an action for a debt less than £20—Mason v. Nicholls 14 M. & W. 118—Joseph v. Buxton, 1 M. & G. 221—1 C. B. 221—Hopkins v. Freeman, 13 M. & W. 375—Dickinson v. Angell, 32 L.J. 2 B. 183—Nor where the debt has been reduced below £20 since the judgment—West v. Farlar, 28 L.J. 2 B. 81—Holbart v. Starkey, 4 H. & N. 125—Gowers v. Moore, 3 H. & N. 540—Collett v. Foster 2 H. & N. 356.

But the judge who tried the cause may by 59 sec. of that act order the arrest of the defendant notwithstanding the debt is under £20, if it at any time appear to him that the defendant has obtained credit under false pretences, or with fraudulent intent, or has wilfully contracted the debt without having reasonable assurance of being able to pay it, or has made any gift, delivery, or transfer of any personal property, or removed, or concealed the same with an intent to defraud his creditors.

If the execution is against the goods, they cannot be sold for three days, unless of a perishable nature, or upon the request of the defendant in writing; see 7 Vic., c. 19., an act for regulating the bailiffs of inferior courts.

In case of adverse claims, the officer should pay the amount levied under the execution into court, when the question may be decided, for the interpleader act does not apply. 1 Roll. Abr., 493.

The bailiff of inferior courts may demand such reasonable fees as are by custom established for the execution of process, Co. Litt., 368., C. And custom determines the amount, for the regulation of the 1 Vic. c. 55, s. 2, giving power to the court to determine the amount, only applies to the superior courts; and in all executions against the person of the defendant, the custom of the court must probably entirely determine the matter, for none of the statutes giving costs of the execution against the person apply to inferior courts.

It has been the custom of this court for the bailiff in executing a writ of fieri facias to demand ten shillings and sixpence for executing the warrant, and the poundage allowed by statute, 29 Eliz. c. 4., i.e., twelve pence on every twenty shillings if the sum levied does not exceed one hundred pounds, and sixpence for every twenty shillings over that sum, and the like fees on a ca. sa.; but the plaintiff cannot levy under a ca. sa Bailiff's fees or other expenses of the execution above the sum recovered by the judgment, unless the judgment was for a penalty, and the execution be for less than the penalty, or unless the defendant has by cognovit, warrant of attorney, or otherwise, expressly agreed to the levy of them. The plaintiff's costs of the execution in each case is seventeen shillings and

tenpence. By 43 Geo. III. c. 46. "In every action in which the "plaintiff shall be entitled to levy under an execution against the "goods of the defendant; such plaintiff may also levy the "poundage fees and expences of the execution over and above the "sum recovered by the judgment." But where the execution is issued by the defendant in a suit, the expences therof must be borne by him; for the statute does not apply.—Woodgate v. Knatchbull, 2 T. R., 158. But query see 2, Jones, 283.

AMENDMENTS.

Amendments.—At common law the power of amending any defect, which might occur in the proceedings of a cause, was very limited, but this want of power of amending the proceedings being found prejudicial to the furtherance of justice, divers statutes were passed, so that now, through the aid of these various statutes, proceedings may be amended in the superior courts at almost any stage of them. All these statutes however did not apply to inferior courts; but this difficulty appears to have been done away with by the statute, 4 Geo. II., c. 26, which, after enacting that "All writs, "process, pleading, rules, indictments, records, and all proceedings "in any court of justice within England and in the Court of "Exchequer in Scotland shall be in the English tongue," by the 4 sec. thereof enacts "That every statute for amending jeofails shall "extend to all forms and proceedings (except in criminal proceed-"ings) when the proceedings are in English, and this clause shall "be taken in the most beneficial manner." By this statute therefore it appears that the power of amendment in inferior courts is equal to that possessed by the superior courts, and the subsequent statutes 9 Geo. IV., c. 15, and 3 and 4 W. IV., c. 42, giving the

superior courts power to amend the record at the trial, expressly apply to all courts of record.

And so do the 35 and 37 sections of "The Common Law Procedure Act, 1852," and the 19 sec. of "The Common Law Procedure Act, 1854." Under the first act, the court has power to amend at the trial the nonjoinder and misjoinder of plaintiffs and nonjoinder of defendants; and under the second the power to adjourn the trial.

Under the 29 sec. of the 30 and 31 Vic., c. 142, if the plaintiff brings a suit in this Court which could have been brought in a county court, and the verdict recovered is for a less sum than ten pounds, he will not be entitled to a greater amount of costs than he would have been allowed if the action had been brought in the county court, unless the judge certify that it was fit to be brought in this Court. This section enacts that "Where any action or suit "shall be brought in any other court than the superior courts of "law, which could have been brought in a county court, and the "verdict recovered is for a less sum than ten pounds, the plaintiff "shall not recover from the defendant a greater amount of costs than "he would have been allowed if the action or suit had been brought "in such county court, unless the judge shall certify that the action "or suit was a fit one to be brought in such other court."

RULES.

Memorandum.—

The Court having almost fallen into entire dis-use for many years, no new rules have been made to meet the altered practice of the Court, consequent upon many of the Acts of Parliament affecting its procedure, and therefore several of them have become obsolete and inapplicable. The practitioner must use his discretion therefore as to which of the following rules he should accept:—

That in all actions bailable or otherwise, a plaint must be entered with the prothonotary, which plaint is the foundation of the action.

That if the defendant is held to bail, a *capias ad respondendum*, must issue on the plaint. If not bailable, the process is by summons to be personally served by an officer on the defendant to appear and answer the plaint.

That the plaint be entered in a book, and charged with a fee of two shillings and six pence.

That when the officer has served the copy of the process, the defendant must enter an appearance with the prothonotary, or if arrested put in special bail, as the case may require, by one of the attorneys of the court, on or before 12 of the clock of the next court day after service of the summons or arrest, and the plaintiff may file a declaration conditionally, and give notice to the defendant

thereof to plead the next court day, but if an appearance is entered or bail put in, the declaration is to be delivered to the defendant's attorney, with a demand of plea.

That if the defendant does not appear on the next court day after the return of the writ, the plaintiff's attorney may appear according to the statute and the declaration having been previously filed, and notice given, may sign judgment and give a notice of executing a writ of inquiry on the following court day. If the defendant appear at such second court day, the plaintiff's attorney must demand a plea, and the defendant has until the next court day to plead.

That no warrant to prosecute is necessary upon entering a plaint, but only by the attorney to prosecute or defend when he is retained, but if the plaint is entered by an attorney, and not by the plaintiff in person, then a warrant to prosecute is necessary.

That upon signing judgment both interlocutory and final, the same are entered in the prothonotary's book, and no judgment paper is required.

That after appearance entered, upon delivering the declaration and rule to plead being given, the plea may be demanded at the same court.

That no defendant be admittted to bail before he has nominated and feed his attorney. The bail on arrest is absolute in the first instance, and the bailiff is answerable for their responsibility, and there is no adding, justifying, or opposing bail in this Court.

That in every case where bail is given or entered in court, or defendant in custody, and the plaintiff appears not, and declares by his attorney the next court day after the return of the writ, he may be nonprossed.

That the defendant shall answer in all cases the next court day after declaration filed or delivered, and the like time for replication.

That where the defendant is in custody, and the plaintiff doth not perfect his declaration, file it, and deliver a copy thereof to the defendant or his attorney by the next court day after the return of the writ, he shall be discharged on filing common bail without notice.

That no nonpross be entered, or judgment be taken for want of a declaration, plea, or other default, without a rule given for that purpose, to be entered a week previous, and notice given.

That upon final judgment being obtained (to which the plaintiff is entitled the next court day after trial or inquiry), a ca. sa. may issue against the principal returnable the next court day, and upon *non est inventus* being returned, process of execution may issue against the bail or their recognizance without other process.

The record is engrossed on parchment without a stamp, and the postea containing the names of the jury and their verdict is indorsed thereon by the prothonotary, and filed among the records of the court.

That writs of venire and distringas are not necessary, the bailiff returns a sufficient number of persons to serve as jurors.

That upon a ca. sa. or fi. fa., issuing in an action of debt, or on a warrant of attorney or cognovit, where penalties are confessed or recovered, the bailiff's officer may levy poundage and the costs of the execution, and so he may upon a fi. fa. upon a verdict, or judgment, or enquiry by virtue of the statute, 43 Geo. III.; but on a ca. sa., in an action, on the case where no penalty is recovered, the poundage and costs of execution must be paid by the plaintiff.

JOHN SILVESTER,

24th October, 1817.

Monday, 7th May, 1821.

That for the future, the prothonotary of this Court in taxing costs upon a writ of enquiry, executed in Court, do allow a fee for counsel. And that no attorney of this Court state the case to the jury on writ of inquiry, when any counsel of this Court are present.

Monday, 6th May, 1822.

That in future, upon taxation of costs in this Court, a fee to counsel of one guinea be allowed in all defended causes, and a fee of half-a-guinea in all undefended causes, and the like fee of half-a-guinea upon the execution of writs of inquiry, when counsel shall be employed by either party.

Monday, 6th June, 1825.

To prevent unnecessary expense to plaintiffs suing in this Court, in case of any prisoners applying for their discharge, under any act made for the relief of insolvent debtors, *It is ordered* that upon filing the petition of every such prisoner for his or her discharge, no prisoner shall be superseded or discharged out of custody at the suit of such plaintiff, by reason of such plaintiff's forbearing to proceed against him or her, according to the rules and practice of this Court from the time of such petition being filed, until some rule shall be made in that behalf by this Court, or the judge thereof.

Monday, 30th January, 1836.

That in all cases of inquiry, notice of executing the writ be given for ten of the clock in the forenoon precisely.

FORMS OF PROCEDURE.

No. I.—*The Plaint.*

In the Court of Record of the town and borough of Southwark.

A. B. (plaintiff) complains against C. D. (defendant) in a plea of ("debt," or as the case may be,) to his damage of pounds.

Pledges to Prosecute	John Doe and Richard Roe.	No.	E. F., Plaintiff's Attorney, [Tooley] Street, Southwark.

Monday, the day of 1867.

No. II.—*Summons thereon.*

Victoria, by the Grace of God of the United Kingdom of Great Britain and Ireland Queen, Defender of the Faith, to C. D., of in the town and borough of Southwark, in the county of Surrey, greeting:—We command you that by twelve o'clock at noon of the second Monday after service of this Writ of Summons on you, you do cause an appearance to be entered for you in our Court of the liberty of the mayor and commonalty and citizens of the city of London of their town and borough of Southwark, in the county of Surrey, in an action of

at the suit of A. B., whereof a plaint is entered in the Court. And take notice, that in default of your so doing the said A. B. may cause an appearance to be entered for you, and proceed therein to judgment and execution.

Witness, William Payne, Esq., serjeant-at-law, at Southwark, the day of in the year of our Lord one thousand eight hundred and sixty .

To be endorsed thereon.

This writ was issued by of Street, Southwark, attorney for the said the plaintiff within-named.

The plaintiff claims £ for debt, and £1 5s. for costs, and if the amount thereof be paid to the plaintiff, or his attorney, by twelve of the clock at noon of the first Monday after service hereof, further poceedings will be stayed.

No. III.—*Appearance (Parchment.)*

In Court of Record for the town and borough of Southwark.	Monday, the day of 186 .
A. B., Plaintiff, against C. D., Defendant.	E. S., of [No. 191, Tooley] Street, Southwark, attorney for the defendant, appears for him.

Dated day of 186 .

If filed by the plaintiff, say "filed according to the statute," (and alter the appearance accordingly.)

No. IV.—*Affidavit of Service.*

In the Court of Record for the town and borough of Southwark.

Between A. B. - - - - Plaintiff
and C. D. - - - - Defendant.

I, clerk to of [No. 191, Tooley] Street, in the county of Surrey, plaintiff's attorney, maketh oath and saith that he this deponent did on the day of instant, personally serve the above-named defendant within the jurisdiction of this Court, with a true copy of a writ of summons which appeared to this deponent to have been regularly issued out of this Court at the suit of the above-named plaintiff against the above-named defendant, and returnable on Monday, the day of instant.

Sworn, &c.

No. V.—*Declaration.*

In the Court of Record, &c.

Monday, the day of in the year of our Lord one thousand eight hundred and sixty .

Town and Borough of Southwark. } *To wit*, A. B., by his attorney, complains against C. D., in a plea of *(trespass on the case or "debt," or as the case may be).* For that whereas, the defendant on &c., (a nominal day; any day before the plaint entered, but not a Sunday,) at the town and borough of Southwark in the county of Surrey, and within the jurisdiction of this Court, was indebted, &c.

(*State every material fact to have happened "within the jurisdiction aforesaid,"* and conclude) to the damage of the plaintiff of £ and thereupon he brings suit, &c.

No. VI.—*Another Form of Declaration in Debt.*

In the Court of Record, &c.

Monday the day of in the year of our Lord one thousand eight hundred and sixty .

Town and Borough of Southwark. } *To wit,* A. B. (the plaintiff in this suit) by E. S., his attorney, complains of C. D. (the defendant in this suit) of a plea that he render to the said plaintiff the sum of £ (*the aggregate amount of the sums demanded in the subsequent part of the declaration*), of lawful money of Great Britain, which he owes to and unjustly detains from him; for that whereas the defendant on the day of in the year of our Lord 186 (*any day not a Sunday previously to the issuing of the plaint*), at the town and borough of Southwark, in the County of Surrey, and within the jurisdiction of this Court, was indebted to the plaintiff in £ for the price and value of goods then and there and within the jurisdiction aforesaid sold and delivered by the plaintiff to the defendant at his request, and in £ for money found to be due from the defendant to the plaintiff on an account then and there and within the jurisdiction aforesaid stated between them, which said several moneys were to be respectively paid by the defendant to the plaintiff on request,

whereby and by reason of the nonpayment thereof an action hath accrued to the plaintiff to demand and have at the town and borough aforesaid and within the jurisdiction aforesaid of and from the defendant the said several moneys respectively making together the said sum above demanded, yet the defendant hath not paid the said sum above demanded or any part thereof, to the plaintiff's damage of £ and thereupon he brings suit, &c.

NOTE.—If the action is by or against a party in a representative character or an infant, this form must be altered accordingly.

No. VII.—*Notice to Plead and demand of Plea to be indorsed on Declaration when delivered.*

Mr. the Defendant's Attorney.

The defendant must plead hereto on Monday, the day of instant, otherwise judgment. And the plaintiff demands a plea herein, otherwise judgment by

Yours, &c.,

E. S., Plaintiff's Attorney.

No. VIII.—*Præcipe for a Rule to Plead.*

In the Court of Record, &c.

A. B. v. C. D. } Rule to plead.

E. S., Plaintiff's Attorney.

Monday, the day of 186

No. IX.—*Notice of Declaration.*

In the Court of Record, &c.

Between A. B. - - - - Plaintiff.
And C. D. - - - - - Defendant.

Take notice that a declaration against you at the suit of the above named plaintiff was this day filed with the prothonotary of the Court, at his office, No. 13, Wellington Street, Southwark, in an action of wherein he lays his damages at £ and unless you plead thereto on Monday, the day of judgment will be signed against you by default.

Dated this day of 186

To Mr. the above named Defendant.

Yours, &c.,

E. S., Plaintiff's Attorney.

No. X.—*Rule Nisi to compute.*

In the Court of Record, &c.

Monday, the day of 186

A. B. v. C. D.

It is ordered that the defendant, or his attorney, upon notice of this rule, to be given to him, do at the next Court, to be held on Monday, the day of shew cause why the prothonotary should not see what is due for principal and interest upon the bill of exchange on which this action is brought, and tax the plaintiff his costs; and why the plaintiff should not be at

liberty to sign final judgment without executing a writ of inquiry of damages.

By the Court,

"Simpson."

NOTE.—A week's notice should be given.

No. XI.—*Affidavit of Service of Rule Nisi.*

In the Court of Record, &c.

Between A. B. - - - - - Plaintiff.

And C. D. - - - - - - Defendant.

E. F., of [Tooley] Street, Southwark, in the county of Surrey, attorney's clerk, maketh oath and saith that he, this deponent, did on the day of serve the above named defendant with a true copy of the rule hereto annexed by leaving the same with at the dwelling house of the said defendant, situate and being No. Street, Southwark, and which said dwelling house is within the jurisdiction of this Court.

Sworn, &c.

No. XII.—*Rule to Compute.*

In the Court of Record, &c.

Monday, the day of 186

A. B. v. C. D.

Upon reading the rule made in this cause on the day

of . The affidavit of E. F., of the due service thereof, and no cause being shewn to the contrary. It is ordered that the prothonotary shall see what is due, &c. (*as in rule nisi.*)

By the Court,

"Simpson."

No. XIII.—*Writ of Inquiry.*

Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland Queen, Defender of the Faith, to the bailiff of the liberty of the mayor and commonalty and citizens of the city of London of their town and borough of Southwark, in the county of Surrey, greeting. Whereas A. B. by his plaint and declaration did implead C. D. in the Court held for the said liberty in a plea of (*trespass on the case, or debt, or as the case may be*), and there are pledges for the prosecution thereof (to wit) John Doe and Richard Roe, for that, whereas (*here insert the declaration to the end*). And such are the proceedings of the said Court of the town and borough aforesaid, that the said A. B. ought to recover his damages against the said C. D., by reason of the premises aforesaid. But because it is unknown to the said Court what damages the said A. B. hath sustained by reason of the premises, therefore we command you that you cause to come before the steward of the said Court, at the Court of the said town and borough to be held on Monday, the day of instant, at the Court-house, in Southwark aforesaid, and within the county and

jurisdiction aforesaid, twelve honest and lawful men of the said town and borough, to enquire what damages the said A. B. hath sustained as well by reason of the premises aforesaid, as for his costs and charges by him about his suit in this behalf expended. And that you have there the names of them by whom the said inquisition is taken, and also this writ.

Witness William Payne, Esquire, Serjeant-at-law, at Southwark, this day of in the year of our reign.

No. XIV.—*Inquisition and return to a Writ of Inquiry.*

In the Court of Record, &c.

At a Court held on Monday, the day of in the year of our Lord One thousand eight hundred and sixty and in the year of the reign of our Sovereign Lady Victoria.

The names of the jurors whereof mention is within made between the within named A. B., plaintiff, and C. D., defendant, in a plea of trespass on the case (*or as the case may be*).

(*Here insert the names of the jurors*).

The jurors aforesaid being sworn for their verdict of and in the premises aforesaid, upon their oath say that the aforesaid A. B. hath sustained damages by the occasion of him, the said C. D. within mentioned, to £ and assess costs to twelve pence.

No. XV.—*Form of Venire.*

Victoria, &c., to the bailiff of the liberty of the mayor and commonalty and citizens of the city of London of their town and borough of Southwark, greeting. We command you that you cause to come before the steward of the Court of the said town and borough, at the Court-house, in the said town and borough, on Monday, the day of twelve free and lawful men of the said town and borough, each of whom having ten pounds in lands, tenements, or rents by the year at least, by whom the truth of the matter may be the better known, and who are in nowise of kin to A. B., the plaintiff, or to C. D., the defendant, to make a certain jury of the county between the parties aforesaid in a plea of (*trespass, or the case, or debt, or as the case may be*), because as well the said A. B. as the said C. D., between whom the matter in variance is, have put themselves upon that jury, and have you there then the names of the jurors and this writ.

Witness, William Payne, Esquire, Serjeant-at-law, at Southwark, the day of in the year of our reign.

"Pritchard."

No. XVI.—*Plea to the Jurisdiction.*

In the Court of Record, &c.

C. D. v. A. B. } Monday, the day of in the year of our Lord One thousand eight hundred and sixty

And the defendant in his own proper person comes and says that this Court ought not to have or take further cognizance of this

action, because he says that the said supposed causes of action accrued to the plaintiff out of the jurisdiction of this Court, and not in the town and borough of Southwark, or elsewhere within the jurisdiction of this Court, and this the defendant is ready to verify; wherefore he prays judgment whether this Court can or will take further cognizance of this action.

NOTE.—This plea must be pleaded alone, and in person—1 Nev. ab. 2—and must be supported by an affidavit of the truth of its contents, and should conclude as in the form (1 Mod. Ent. 34—2 W. M. Saund. 209a).

No. XVII.—*Affidavit verifying the truth of a Plea to the Jurisdiction.*

In the Court of Record, &c.

Between A. B. - - - - Plaintiff.
And C. D. - - - - - Defendant.

I, of in the county of (merchant,) the above named defendant in this cause, make oath and say that the plea hereunto annexed is true in substance and fact.

Sworn, &c.

No. XVIII.—*Plea in Assumpsit.*

In the Court of Record, &c.

A. B. v. C. D. } Monday, the day of in the year of our Lord one thousand eight hundred and sixty

And the defendant, by E. S., his attorney (*or in his own proper*

person) says that he did not promise in manner and form as in the declaration is alleged, and of this he puts himself upon the country, &c.

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*No. XVIII.—*A Plea in Debt on Simple Contract.*

In the Court of Record, &c.

C. D. v. A. B. } Monday, the day of in the year of our Lord one thousand eight hundred and sixty

And the defendant, by E. S., his attorney (*or in his own proper person*) says that he never was indebted in manner and form as in the declaration alleged, and of this he puts himself upon the country, &c.

No. XIX.—*Replication to the Two last Pleas.*

In the Court of Record, &c.

A. B. v. C. D. } Monday, the day of in the year of our Lord one thousand eight hundred and sixty

And the plaintiff as to the plea of the defendant by him above pleaded, and whereof he hath put himself upon the country, doth the like (*where there is only one plea pleaded, and that plea concludes "to the country," the issue may be made up by merely adding the words "and the plaintiff doth the like."*)

No. XX.—*Plea in abatement of Nonioinder of a Co-contractor as Defendant.*

In the Court of Record, &c.

C. D. v. A. B. } Monday, the day of in the year of our Lord one thousand eight hundred and sixty

The defendant, by his attorney (*or in person*) prays judgment of the writ herein, and that the same may be quashed because he says that the alleged promise, if any, was made (*or debt, if any, was contracted*) by the defendant jointly with who is still living, and who at the commencement of this suit was and is still resident within the jurisdiction of this Court, and not by the defendant alone, and this the defendant is ready to verify. Wherefore he prays judgment of the said writ, and that the same may be quashed, &c.

No. XXI.—*Affidavit of the truth of the above Plea.*

In the Court of Record, &c.

Between A. B. - - - - Plaintiff
And C. D. - - - - - Defendant.

I, of the above named defendant in this cause, make oath and say that the plea hereunto annexed is true in substance and in fact, and that in the said plea named resides at

Sworn, &c.

No. XXII.—*Form of Record (parchment).*

Southwark.—Pleas held in the Court of our Sovereign Lady Victoria, by the Grace of God of the United Kingdom of Great Britain and Ireland Queen, Defender of the Faith, before William Payne, Esq., steward of the Court of Record of our said Lady the Queen, of the liberty of the mayor, commonalty, and citizens of the city of London, of their town and borough of Southwark, in the county of Surrey, according to the custom of the said town and borough there used and approved from the time whereof there is not any memory of man to the contrary at the Court-house, situate in the parish of Saint Saviour, within the town and borough aforesaid, and within the jurisdiction of the said Court.

The day of
in the year of our Lord one thousand eight hundred and sixty
(*date of declaration.*)

Town and Borough of Southwark. } *To wit*, A. B., by his attorney, complains of C. D. in a plea of (*as the case may be*) for that whereas (*here copy the declaration and subsequent pleadings.*) Therefore let a jury of the said town and borough come thereon before the steward of the Court of the said town and borough at the Court-house, at in the said town and borough, and within the jurisdiction aforesaid, on Monday, the day of in the year aforesaid, by whom, &c., and who neither, &c., to recognize, &c., because as well, &c., the same day is given to the said parties there.

No. XXIII.—*Postea on a Verdict for Plaintiff in an Action of Assumpsit or Debt.*

At a Court held on Monday, the day of in the year of our Lord one thousand eight hundred and sixty

The names of the jurors whereof mention is within made between A. B., plaintiff, and C. D., defendant, in a plea of trespass on the case (*or debt*).

(*Here insert the names of the jurors*).

The jurors aforesaid being sworn for their verdict of and in the premises (*) upon their oath say that the aforesaid C. D. did undertake and promise, or (*was indebted*) in manner and form as the said A. B. against him within complains, and they assess the damages of the plaintiff (**) to £ and costs to twelve pence.

(*If the action is in debt the same form to the double asterisk, and then thus:*) on occasion of detaining the within debt over and above his costs and charges by him about his suit in this behalf expended to one shilling, and for those costs and charges to twelve pence.

No. XXIV.—*Judgment on Verdict for Plaintiff.*

At a Court held on Monday, the day of in the year of our Lord One thousand eight hundred and sixty.

Therefore it is considered and adjudged by the said Court that the said A. B. recover against the said C. D. his (*) damages and costs

aforesaid before assessed, and for his increased costs, amounting to £ by the Court here to the said A. B., taxed with his assent. And the said A. B. in mercy, &c.

The costs are taxed at £ in the whole,

By the Court.

No. XXV.—*The like in Debt.*

(Proceed as in the previous form down to the asterisk, and then thus)—said debt and damages aforesaid on occasion of the detention thereof to one shilling, together with his costs and charges aforesaid to twelve pence by the jurors aforesaid in the form aforesaid assessed, and also £ for his costs and charges by the Court here adjudged of increase to the plaintiff, and with his assent. And the said C. D. in mercy, &c.

The costs are taxed at £ in the whole,

By the Court.

No. XXVI.—*Postea on a Nonsuit.*

(Proceed as in the "Postea on Verdict for Plaintiff," as far as the word "premises" inclusive, and then thus)—And were ready to give their verdict in that behalf, but the plaintiff being solemnly called came not, nor did he further prosecute his said suit against the defendant.

No. XXVII.—*Judgment on Nonsuit.*

At a Court held on Monday, the
day of in the year of our Lord
One thousand eight hundred and sixty-

Therefore it is considered that the plaintiff take nothing by his said writ, but that he be in mercy, &c., and that the defendant go thereof without day, &c. And it is further considered by the Court here that the defendant do recover against the plaintiff £
for his costs and charges by him about his defence in this behalf laid out and expended by the Court, here adjudged to the defendant and with his assent, according to the form of the statute in such case made and provided, and that the defendant have execution thereof, &c.

No. XXVIII.—*Postea and Judgment on a Verdict for Defendant.*

These forms will be similar to those on a "Verdict for the Plaintiff," except that the finding of the jury will be in a negative of the issue, and the judgment will be the same as on a nonsuit.

No. XXIX.—*Postea and Judgment for the Plaintiff on a Verdict where Defendant pleads to the Jurisdiction of the Court.*

At a Court held on Monday, the
day of in the year of
Queen Victoria, and in the year of our Lord
One thousand eight hundred and sixty-

The jurors *(as in form* No. XXIII. *to the words "for their verdict upon their oath say," and then continue as follows)*—

That the cause of this action did (or did in part) arise within the jurisdiction of this Court; and because the said defendant hath not pleaded to or otherwise answered the said writ of summons aforesaid, therefore it is considered by the Court that the said plaintiff recover against the said defendant his said debt, and also the sum of pounds for his costs of suit.

No. XXX.

For Form of Judgment in an Action for Damages see Chitty's Forms, 5th Edition.

No. XXXI.—*Postea and Judgment for Defendant on a Verdict where Defendant pleads to the Jurisdiction.*

(Proceed as in form No. XXIX., *and then say)*—

That the cause of this action did not arise within the jurisdiction of this Court.

Therefore it is considered by the Court that the plaintiff take nothing by his writ aforesaid, and that the defendant go acquitted thereof without a day. And it is further considered by the Court here that the defendant do recover against the plaintiff £ for his costs and charges by him about his defence in this behalf laid out and expended by the Court here adjudged to the defendant,

and with his assent, according to the statute in such case made and provided, and that the defendant have execution thereof, &c. *(As to the defendant's right to these costs, see* 23 *Hen. VIII. c.* 15.*)*

No. XXXII.—*Ca. Sa. for Plaintiff on promises.*

Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland Queen, Defender of the Faith, to the bailiff of the liberty of the mayor and commonalty and citizens of the city of London of their town and borough of Southwark, in the county of Surrey, and also to all and every the officers and ministers of the Court of the same town and borough, greeting. We command you and every of you that you or some of you take C. D., if he can be found within the jurisdiction of the said Court, and him safely keep, so that you may have his body before the steward of the same Court at the next Court of the said town and borough, to be held on Monday, the day of instant, at the Court-house within the town and borough aforesaid, (*) to satisfy A. B. of £ which were adjudged to the said A. B. in the said Court for his damages which he hath sustained, as well by occasion of not performing certain promises and undertakings lately made by him to the said C. D. within the jurisdiction aforesaid, as for his costs and charges by him expended about his suit in this behalf, whereof C. D. is convicted as appears to us of record, and that you or some of you have then there this writ. Witness, William Payne, Esquire, Serjeant-at-law, at Southwark, the day of in the year of our reign.

"Pritchard."

No. XXXIII.—*Ca. Sa. Debt.*

Victoria, &c. *(as in preceding form down to *)* to satisfy A. B. for £ debt, which the said A. B. hath lately recovered against him in the said Court, and also £ which were adjudged to the said A.B. in the aforesaid Court for his damages which he hath sustained, as well by occasion of detaining that debt as for his costs and charges by him about his suit in this behalf expended, whereof the said C. D. is convicted as appears to us of record, and that you or some of you have there this writ. Witness *(as before)*.

No. XXXIV.—*Ca. Sa. Case.*

Victoria, &c. *(as in form No.* XXXII *down to *)* to satisfy A. B. of £ which were adjudged to the said A. B. in the said Court for his damages which he hath sustained, as well by occasion of not performing certain promises and undertakings lately made to him by the said C. D. within the jurisdiction aforesaid, as for his costs and charges by him expended about his suit in this behalf, whereof the said C. D. is convicted as appears to us of record, and you or some of you have there this writ. Witness, *(as before)*.

No. XXXV.—*Ca. Sa. Trespass and Assault.*

Victoria, &c. *(as in Ca. Sa. on promises down to *)* to satisfy A. B. £ for his damages which he hath sus-

tained, as well by occasion of a certain trespass and assault lately made by the said C. D. upon the said A. B. within the jurisdiction aforesaid, as for his costs and charges, &c. *(as in Ca. Sa. on promises).*

No. XXXVI.—*Ca. Sa. Trespass.*

Victoria, &c. *(as in Ca. Sa. on promises down to and *)* to satisfy A. B. £ for his damages which he hath sustained, as well by occasion of a certain trespass lately done to the said A. B. by the said C.D. within the jurisdiction aforesaid, as for his costs and charges, &c. *(as in Ca. Sa. on promises).*

No. XXXVII.—*Fi. Fa. Debt.*

Victoria, &c. *(as in Ca. Sa. on promises to the word "greeting.")* greeting. We command you and every of you that you or some of you cause to be made of the goods and chattels of C. D. within the jurisdiction of the said Court, (*) as well a certain debt of £ which A. B. hath lately recovered against him in the said Court, as also £ which were awarded to him in the said Court for his damages which he hath sustained, as well on occasion of detaining the said debt as for his costs and charges by him expended in and about his suit in this behalf,

whereof the said C. D. is convicted as appears to us of record, and that you or some of you have that money before the steward of the said Court of our said Lady the Queen, to be held for the said town and borough, on Monday, the day of instant, to render to the said A. B. for his debt and damages aforesaid, and that you or some of you have then there this writ. Witness William Payne, Esquire, Sergeant-at-Law, Steward of Southwark, the day of in the year of our reign.

"Pritchard."

No. XXXVIII.—*Fi. Fa. for plaintiff in case or trover.*

Victoria, &c. *(as in Fi. Fa. for debt down to *)* £ which were adjudged by the said Court to A. B. for his damages sustained on occasion of a certain grievance then lately committed by the said C. D. to the said A. B., as for his costs and charges by him in and about his suit in that behalf expended, whereof the said C. D. is convicted as appears to us of record, and that you or some of you have the said moneys before the Steward of the said Court at the next Court to be held for the said town and borough, on Monday, the day of instant, to render to the said A. B. for his damages, costs, and charges aforesaid, and that you or some of you then have there this writ. Witness William Payne, Esquire, Serjeant-at-Law, the day of in the year of our reign.

"Pritchard."

No. XXXIX.—*Fi. Fa. for Plaintiff in Assumpsit.*

Same as Fi. Fa. in case or trover, except, that instead of the words "on occasion of a certain grievance then lately committed " by the said C. D. to the said A. B.," say "on occasion of not " performing certain promises and undertakings made by the said " C. D. to the said A. B."

No. XL.—*Fi. Fa. for Plaintiff on Trespass.*

Same as in assumpsit, except, that instead of the words "on " occasion of not performing certain promises and undertakings " made by the said C. D. to the said A. B.," say, "on occasion of " a certain trespass (or certain trespasses) then lately committed by " the said C. D. to the said A.B.

No. XLI.—*Ca. Sa. for Costs on Verdict for Defendant.*

Victoria, &c. *(as in Ca. Sa. for Plaintiff on promises down to *)* to satisfy C. D. £ which to the said C. D. in the said Court were adjudged for costs and charges (according to the form of the statute in such cases made and provided) which he had sustained by occasion that the jurors impanelled and sworn to try the issue joined in the Court aforesaid, between A. B. and the said C. D., in a certain plea of did give their verdict

and found against the said A. B., for unjustly prosecuting his suit in the said Court against the said C. D., whereof the said A. B. is convicted as appears to us of record, and that you or some of you have then there this writ.

Witness, &c.

No. XLII.—*Ca. Sa. for Costs of Nonsuit.*

Victoria, &c. *(as in the above form)* to satisfy C. D. £ which were adjudged to the said C. D, according to the form of the statute in such case made and provided for his costs and charges by him sustained about his defence in a certain action on lately prosecuted in the said Court against the said C. D., at the suit of the aforesaid A. B., whereof the said A. B. is convicted as as appears to us of record, &c.

No. XLIII.—*Fi. Fa. on Verdict for Defendant.*

Victoria, &c. *(as in Ca. Sa. for Plaintiff on promises down to the word "greeting.")* greeting. We command you and every of you that you or some of you cause to be made of the goods and chattels of A. B., within the jurisdiction of the said Court, the sum of £ which to the said C. D., in the said Court, were adjudged for his costs and charges (according to the statute in in such case made and provided), which he had sustained by

occasion that the jurors impanelled and sworn to try the issue joined in the Court aforesaid, between the said A. B. and the said C. D. in a certain plea of did give their verdict, and found against the said A. B. for unjustly prosecuting his suit in the said Court against the said C. D., whereof the said A. B. is convicted as appears to us of record, and that you or some of you have that money before the Steward of the said Court of our Lady the Queen, to be held for the said town and borough, on Monday, the day of instant, to render to the said C. D. for his costs and charges aforesaid, and that you or some of you have then there this writ.

Witness, &c.

No. XLIV.—*Fi. Fa. for Costs of Nonsuit.*

A form may be easily framed from the Ca. Sa. on nonsuit and the above form.

No. XLV.—*Subpœna Duces Tecum.*

Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland Queen, Defender of the Faith, to greeting. We command you and each of yon that you be and appear in our Court of Record for the town and borough of Southwark, in the county of Surrey, to be holden before

the steward of the said Court, at the Court of the said town and borough, to be held on Monday, the day of instant, at the Court-house in Southwark aforesaid, and within the jurisdiction aforesaid, at ten of the clock in the forenoon, to testify the truth according to your knowledge in a certain cause depending in the same Court, and then and there to be tried between A. B. plaintiff, and C. D. defendant on the part of the plaintiff (or defendant), and also that you bring with you and produce at the time and place aforesaid [*here describe the documents required to be produced by the witness.*] And this you are not to omit on forfeiture of one hundred pounds.

Witness, &c.

"Pritchard."

E. F., attorney for the of

For subpœna ad test, strike out the words requiring the production of documents; and for a subpœna on a writ of enquiry, strike out the words "and then and there to be tried," and say instead "when a writ of inquiry of damages will then and there be "executed."

No. XLVI.—*Notice to inspect and admit documents.*

In the Court, &c.

Between A. B. - - - - Plaintiff.
And C. D. - - - - Defendant.

Take notice that the {Plaintiff / Defendant} in this case proposes to adduce

in evidence the several documents hereunder specified, and that the same may be inspected by the {Plaintiff, / Defendant,} his attorney, or agent, at on between the hours of and that the {Defendant / Plaintiff} will be required to admit that such of the said documents as are specified to be originals, were respectively written, signed, or executed as they purport respectively to have been, and that such as are specified as copies are true copies, and that such documents as are stated to have been served, sent, or delivered, were so respectively served, sent, or delivered, saving all just exceptions to the admissibility of all such documents as evidence in this cause.

Dated, &c.

Yours, &c.,

G. H., Attorney for {Plaintiff. / Defendant.}

To E. F., Attorney for {Defendant. / Plaintiff.}

Originals.

Description of Documents.	Date.

Copies.

Description of Documents.	Date.	Original or Duplicate served, sent, or delivered when and by whom.

No. XLVII.—*Notice to Produce.*

In the Court of Record, &c.

Between A. B. - - - - Plaintiff.
And C. D. - - - - - Defendant.

Take notice that you are hereby required to produce to the Court and jury on the trial of this cause a certain indenture dated, &c., made between [*describe the document and all others that you desire produced,*] and all other documents, letters, books, papers, and writings whatsoever relating to the matters in question in this cause.

Dated this day of 18

Yours, &c.,

Plaintiff's / or / Defendant's } Attorney.

To the above named plaintiff or defendant, and to Mr.
his attorney.

No. XLVIII.—*Request Note for Judgment Summons.*

To the judge of the Court of Record for the town and borough of Southwark.

Be pleased to summon C. D. of to answer touching the debt due to me by the judgment (or order) of the Court of Record of our Sovereign Lady the Queen of the liberty of the mayor and commonalty and citizens of the city of London of their town and borough of Southwark, in the county of Surrey *(if not a judgment of this Court, set forth in the style of the Court of which it is)*, on my behalf.

Dated this day of 186

Debt	£	:	:
Costs	£	:	:
	£	:	:

Signed,

No. XLIX.—*Summons thereon.*

In the Court of Record for the town and borough of Southwark.

You are hereby required to appear before the Steward of the Court of Record of our Sovereign Lady the Queen of the liberty of the mayor and commonalty and citizens of the city of London, at on the day of next, at of the clock in the forenoon, to answer such questions

as may be put to you touching the not having paid A. B., of the sum of £ recovered in a certain judgment [or order] of this Court *(if of any other Court set forth the style or sufficient description of the Court that gave the judgment or made the order).*

Dated this day of 186

By order of the Court,

(Seal of the Court,)

Signed *(by the prothonotary).*

To C. D., of

No. L.—*Affidavit of Service of Judgment Summons.*

In the Court of Record for the town and borough of Southwark.

Between A. B. - - - - Plaintiff
And C. D. - - - - Defendant.

I, of attorney's clerk, make oath and say that I did on the day of personally serve the above named defendant, within the jurisdiction of this Court, with an original summons issuing out of and under the Seal of this Honorable Court, a true copy of which is hereunto annexed by delivering such original summons to the said defendant.

Sworn, &c.

COURT FEES.

	£	s.	d.
Entering plaint	0	2	6
Oath	0	1	0
Re-sealing process	0	0	1
Common bail	0	1	4
All common rules	0	0	4
All special rules	0	1	0
Nonsuit	0	3	4
Discontinuance	0	3	4
Filing declaration or incipitur	0	1	4
Money into court	0	1	4
Entering plea	0	1	4
Entering replication	0	1	4
Entering joinder	0	1	4
Entering issue	0	1	4
Defendant acknowledging cause of action	0	3	4
Venire	0	1	4
Return thereof	0	1	0
Subpœna	0	1	0
Summoning jury	0	1	0
Swearing each witness	0	0	4
Verdict	0	5	0
Special ditto, per sheet	0	0	8
Jury	0	5	0
Nonsuit or withdrawing juror	0	5	0
Bailiff	0	1	0
Reading evidence at trial—each	0	0	6
Interlocutory judgment	0	1	4

	£	s.	d.
Final	0	1	8
Final judgment in debt	0	3	8
Taxing costs	0	1	8
Ca. sa. or fi. fa.	0	3	10
Warrant	0	1	0
Return ca. sa. found	0	1	4
Ditto not found	0	0	4
Poundage in £	0	1	0
Executing ca. sa.	0	10	6
Executing fi. fa.	0	10	6
Returning levy	0	2	10
Acknowledging satisfaction	0	1	4
Procedendo	0	5	0
Prohibition	0	5	0
Privilege	0	5	0
Admission by guardian	0	1	4
Charging defendant in execution	0	2	4
Special imparlance	0	0	6
Waiving plea	0	1	4
Wager of law	0	1	4
Certiorari or error	1	0	0
Transcript	0	1	0

PRECEDENTS FOR BILLS OF COSTS.

Costs of Plaint to be indorsed on Writ.

	£	s.	d.
Instructions to sue	0	3	4
Writ of summons	0	8	10
Copy and service	0	5	0
Attending settling	0	3	4
Costs and copy	0	2	0
Letters, &c.	0	2	6
	£1	5	0

Costs of Plaint with Cognovit.

Instructions to sue	0	3	4
Entering plaint	0	2	6
Summons thereon	0	6	4
Copy and service	0	5	0
Instructions for cognovit	0	3	4
Drawing and engrossing	0	5	0
Attending execution	0	3	4
Costs and copy	0	2	0
Letters	0	2	6
	£1	13	4

Costs of Judgment on Cognovit.

Costs of cognovit as before	1	13	4
Affidavit of execution of cognovit	0	4	6

	£	s.	d.
Paid filing and attending	0	4	4
Instructions to enter up judgment on cognovit	0	3	4
Drawing judgment	0	3	4
Paid signing	0	1	8
Attending	0	3	4
Bill of costs and copy	0	2	0
Paid taxing	0	1	8
Attending	0	3	4
Letters, &c.	0	1	0
	£3	1	10

Costs on Judgment of Non Pros.

Instructions to defend	0	3	4
Filing common bail and fee	0	4	8
Rule to declare	0	1	0
Searching for and demanding declaration	0	5	10
Drawing and engrossing judgment	0	3	4
Entering on the roll	0	1	0
Paid signing	0	1	8
Attending to sign	0	3	4
Costs and copy	0	2	0
Attending to tax	0	3	4
Paid	0	1	8
Letters	0	2	6
	£1	13	8

Costs on Judgment on Rule to compute.

Letter for payment	0	2	0
Instructions to sue	0	3	4
Paid entering plaint	0	2	6
Summons thereon	0	6	4
Copy and service	0	5	0

	£	s.	d.
Instructions for declaration	0	3	4
Drawing same and copy	0	6	0
Searching for appearance	0	3	4
Affidavit of service	0	5	0
Paid filing declaration	0	1	4
Notice of filing copy and service	0	2	6
Rule to plead	0	1	0
Drawing interlocutory judgment	0	3	4
Attending to sign	0	3	4
Paid	0	1	4
Rule nisi, to compute	0	2	0
Copy and service	0	5	0
Affidavit of service	0	5	0
Rule to compute	0	2	0
Copy and service	0	5	0
Attending signing final judgment	0	3	4
Paid	0	1	8
Costs and copy	0	2	0
Attending, taxing, and computing	0	3	4
Paid	0	3	4
Letters	0	5	0
	£4	9	4

Costs on Writ of Inquiry.

Plaint, &c., as before	1	5	0
Affidavit of service	0	4	6
Common bail, (sec stat.)	0	4	8
Drawing interlocutory judgment and copy	0	3	4
Attending to sign and paid	0	4	8
Notice of executing writ of inquiry, copy, and service	0	2	6
Instructions for writ of inquiry	0	3	4
Drawing and engrossing writ fol. 24, and parchment	0	8	0
Paid entering writ and attending	0	4	8
Instructions for brief	0	6	8

	£	s.	d.
Drawing same 2 B. S.	0	6	8
Fair copy for counsel	0	3	4
Attending him therewith	0	3	4
Paid him	0	10	6
Attending court damages assessed at £	0	6	8
Paid jury	0	5	0
Paid court fees	0	7	4
Attending to sign final judgment	0	3	4
Paid	0	1	4
Costs and copy	0	2	0
Attending to tax	0	3	4
Paid	0	1	8
Letters, &c.	0	2	0
	£6	6	2

Plaintiff's Costs in a defended action.

Plaint as before (except letters)	1	3	0
Searching for appearance	0	3	4
Instructions for declaration	0	3	4
Drawing same and copy to file per fol.	0	1	0
Rule to plead	0	1	0
Particulars and copy	0	2	6
Attending on orders for time to plead	0	3	4
Instructions for replication to special pleas	0	3	4
Drawing same, fol. 6, and copy	0	6	0
Fee to pleader to peruse and settle	0	7	6
Attending him	0	3	4
Order for defendant's set off	0	2	10
Drawing issue	0	3	4
Engrossing	0	3	4
Notice of trial, copy and service	0	2	6
Engrossing record fos. 10	0	5	0
Parchment	0	2	0
Attending to enter	0	3	4

	£	s.	d.
Paid	0	1	0
Attending to set down cause and carry in record	0	3	4
Venire and fee	0	4	10
Paid returning	0	1	0
Subpœna and fee	0	4	10
Copy and service on three witnesses	0	10	0
Instructions for brief	0	6	8
Drawing same, two B S	0	6	8
Fair copy with pleadings, five B S	0	7	8
Copy particulars to annex	0	1	6
Fee to Mr. ——— with brief and clerk	1	3	6
Attending him	0	3	4
Attending court, cause tried, verdict for plaintiff	0	6	8
Paid witnesses, each	0	3	6
Court fees	0	7	8
Jury	0	5	0
Paid taking money out of court	0	1	4
Attending	0	3	4
Notice of taxing, copy and service	0	2	6
Costs and copies	0	4	0
Attending taxing	0	3	4
Paid	0	1	8
Drawing final judgment	0	3	4
Paid signing	0	1	8
Attending thereon	0	3	4
Letters, &c.	0	3	0
	£10	0	2

Defendant's Costs in a Defended Action.

Instructions to defend	0	3	4
Common bail and fee	0	4	8
Order for particular of plaintiff's demand, and copy and service	0	2	6
Instructions for pleas	0	3	4

	£	s.	d.
Drawing and engrossing general issue	0	3	0
Drawing and copy notice of set off	0	3	0
Attending to deliver same	0	3	4
Having received order from defendant's attorney to amend declaration, attending him to amend same	0	3	4
Attending defendant for particulars of set off	0	3	4
Instructions for brief	0	6	8
Drawing brief, four sheets	0	13	4
Fair copy	0	6	8
Attending counsel therewith	0	3	4
Paid him and clerk	1	3	6
Copy set off to annex	0	1	6
Subpœna and fee	0	4	10
Four copies and services	0	14	0
Paid conduct money	0	3	0
Paid one witness for attendance	0	5	0
Attending court, verdict for defendant	0	6	8
Paid jury	0	5	0
Paid court fees	0	8	4
Paid signing judgment	0	1	8
Attending to sign	0	3	4
Bill of costs and copy	0	2	0
Paid taxing	0	1	8
Attending	0	3	4
Letters and messengers, &c.	0	2	0
	£7	5	8

The Defendant's Costs on a Judgment, as in case of a Nonsuit.

Instructions to defend	0	3	4
Filing common bail and fee	0	4	8
Rule to declare	0	1	0
Demand of declaration, copy and service	0	2	6
Rule for particulars, copy and service	0	2	10
Rule to perfect declaration copy and service	0	2	10

	£	s.	d.
Instructions for pleas	0	3	4
Drawing and engrossing plea and attending to deliver	0	3	4
Instructions for brief	0	6	8
Drawing same, three sheets	0	10	0
Fair copy with brief pleadings, four sheets . .	0	6	8
Copy particulars to annex	0	1	0
Plaintiff having given notice of trial but not proceeding, rule for judgment	0	2	0
Copy and service	0	2	6
Affidavit of service of rule nisi . . .	0	4	6
Paid for rule, absolute copy and service . .	0	4	6
Drawing judgment of nonsuit . . .	0	3	4
Engrossing fol. 20	0	6	8
Paid signing	0	1	8
Attending	0	3	4
Bill and copy	0	2	0
Paid taxing	0	1	8
Attending	0	3	4
Letters and messengers	0	2	0
	£2	5	8

The Plaintiff's Costs of Execution, whether by Fi. Fa. or Ca. Sa.

Writ of Execution	0	10	0
Attending for Warrant	0	3	4
Paid	0	1	0
Attending and instructing officer . . .	0	3	4
	£0	17	10

Schedule C of 8 & 9 *Vic. Cap.* 127.

JUDGE'S FEES.	On demands not exceeding 40*s.*	On demands not exceeding £5.	On demands exceeding £5 and not exceeding £10.	On demands exceeding £10.
	s. d.	*s. d.*	*s. d.*	*s. d.*
For every Summons .	0 6	1 0	2 0	3 0
For every Hearing or Trial . . .	2 0	2 6	7 6	10 0

CLERK'S FEES.	On demands not exceeding 40*s.*	On demands exceeding 40*s.* and not exceeding £5.	On demands exceeding £5 and not exceeding £10.	On demands exceeding £10.
	s. d.	*s. d.*	*s. d.*	*s. .d*
For entering every Plaint or Note . . .	0 6	1 0	1 6	2 0
Issuing every Summons or Subpœna . .	0 6	1 0	1 8	2 0
Every Hearing or Trial .	1 0	1 6	2 0	2 6
Adjournment of any Cause or Hearing .	0 3	0 4	0 6	0 8
Swearing any Witness, Plaintiff, or Defendant	0 4	0 6	0 8	1 0
Entering and drawing up every Judgment Decree or Order . .	0 6	1 0	1 6	2 0
Copy of every Order or Judgment . . .	0 3	0 6	1 0	1 3
Every Nonsuit . .	0 6	1 0	2 0	2 6
Paying Money into Court and entering same in books . . .	0 3	0 4	0 6	0 8
Every Receipt on payment of money out of Court, exclusive of Stamp . . .	0 4	0 6	1 0	1 3
Issuing every Attachment, Precept Order, or Execution . .	1 0	1 6	2 6	3 0
Taking Recognizance of Security for Costs .	—	—	2 6	3 0
Taxing Costs . .	1 0	1 0	2 0	3 0

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